

**RESOLUTION AUTHORIZING THE CHARLOTTE CITY MANAGER TO EXECUTE THE CHARLOTTE
MECKLENBURG REGIONAL HOUSING CONSORTIUM
JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2022, 2023, and 2024 AND
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

WHEREAS, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

WHEREAS, the City Council for the City of Charlotte has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2022, 2023, and 2024 qualification period; and

WHEREAS, participation in the Charlotte Mecklenburg Regional Housing Consortium automatically renews for successive three-year qualification periods unless The City of Charlotte provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

NOW, THEREFORE BE IT RESOLVED BY THE Charlotte City Council that:

1. The City of Charlotte hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and be a party to the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three federal fiscal years for which the Consortium qualifies to receive HOME funds, October 1, 2021 - September 30, 2024, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. This resolution shall be effective April 26th, 2021.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of April 2021, the reference having been made in Minute Book 152 and recorded in full in Resolution Book 51, Page(s) 401-405.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26th day of April 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM
JOINT COOPERATION AGREEMENT**

THIS AGREEMENT, is entered into effective July 1, 2012, by and between the City of Charlotte, a North Carolina municipal corporation, (herein called the "Lead Entity") and the geographically contiguous units of general local government as shown on the signature pages attached hereto which include the county of Mecklenburg, the towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville and governmental units located within said municipalities, (including the Lead Entity, each herein called a "Consortium Member" and, together with the Lead Entity, "Consortium Members", the "Consortium," the "Participating Jurisdiction," or the "parties"). Said Lead Entity and Consortium Members are each a general local governmental unit of the State of North Carolina, and are authorized to enter into this Agreement pursuant to North Carolina statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called "the Act") authorizes units of general local government to enter into cooperation agreements to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, the Consortium Members desire to cooperate to undertake housing assistance activities under the HOME Program; and

WHEREAS, it is the desire of the Consortium Members that the Lead Entity act in a representative capacity for the Participating Jurisdiction as well as itself. The Consortium Members desire the Lead Entity to assume overall responsibility for ensuring that the Consortium's activities as established below, are carried out in compliance with the requirements of the Act, State and Federal regulations, program requirements and the Consolidated Plan for the Consortium;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. To cooperate, to undertake, or to assist in undertaking housing assistance activities for the HOME Program. The Consortium Members hereby authorize the Lead Entity to act in a representative capacity for the Participating Jurisdiction for the purposes of the HOME program and to submit for and receive HOME funding from the United States Department of Housing and Urban Development ("HUD"). The Consortium Members shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity all pertinent and necessary information and assist the Lead Entity in implementation of its HUD approved Consolidated Plan.
2. The Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME program activities are carried out in compliance with HOME rules, including the requirements of 24 CFR parts 91 and 92, and the Consolidated Plan.
3. The Consortium Members agree to affirmatively further fair housing within their respective jurisdictions and that any Consortium Member that does not affirmatively further fair housing within its own jurisdiction shall be prohibited from receiving HOME funds.

4. Subject to the Lead Entity's overall responsibility for HOME program compliance, the Lead Entity may seek input from the Charlotte Mecklenburg Regional Housing Consortium Board of Directors (the "Board") to provide policy direction for the operations of the Consortium.
5. The Lead Entity and the Consortium Members shall be responsible for providing matching funds required by federal regulations for any funds allocated for the Participating Jurisdiction. No Consortium Member shall refuse to provide matching funds required by its projects as required by HUD regulations and this Agreement. A Consortium Member who refuses to provide such matching funds shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by the Lead Entity as a result of its failure to do so. Matching funds will not be required when the Consortium Member does not have a project within its jurisdiction. For purposes of this Agreement, matching funds are as defined by HUD federal regulations.
6. The Consortium Members hereby authorize the Lead Entity to submit a request for and receive HOME funding from HUD on behalf of the Consortium and to otherwise act on behalf of the Consortium.
7. The Consortium Members hereby authorize the Lead Entity to establish a local HOME Investment Trust fund for receipt of HOME funds and repayments as required by 24 CFR Part 92.503.
8. The Consortium Members shall cooperate in the implementation and monitoring of the HOME Program. The Lead Entity shall have the right and responsibility to monitor Consortium Members to assure compliance with all HOME requirements during both project implementation and any affordability period.
9. The Consortium Members shall be entitled to a pro rata portion of the HOME funding for eligible uses under the Act.
10. The Lead Entity currently receives an annual allocation of HOME funds. Should the Lead Entity's allocation decrease as a result of this Agreement, reimbursement to the Lead Entity may occur prior to the disbursement to Consortium members.
11. HOME Program funds under this Agreement shall revert to the Lead Entity for reallocation should the following occur for a Consortium Member:
 - (i) Eligible projects could not be identified; and
 - (ii) Matching resources could not be identified.
12. The Consortium Members agree that 15% of all HOME funds received will be subcontracted for projects administered by Community Housing Development Organizations (CHDOs) as defined in the Act and that have 501(c) tax exempt status as required by federal law. Proposed CHDOs must be approved by the Consortium.

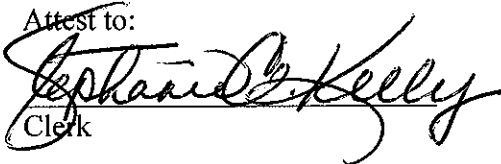
13. Subject to the administrative requirements of the program, the Lead Entity may utilize some program funds for administrative costs to the extent allowable by HUD.
14. The Consortium Board shall have the right to reallocate HOME Program funding to the Consortium to be used by other Consortium Members when a Consortium Member is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation of all HOME program funding to be used by the Consortium shall be determined by the Board before reallocation by HUD to jurisdictions outside the Consortium. The reallocation of funds that are unable to be used shall be consistent with the Consortium's adopted Consolidated Plan.
15. With reference to any program income and repayment generated from the HOME Funds, federal regulations shall govern placement of program income generated from HOME funds are repayments into the local trust fund. The Lead Entity shall, if requested and to the extent possible, separately account for program income and repayments on each Consortium Member's projects. Program Income and repayments on projects shall only be available to the Consortium Member for use on activities that are consistent with the Act, approved Consolidated Plan and must be approved by the Lead Entity.
16. The Consortium Members, as parties to the Consortium, shall direct all activities with respect to the Consortium, to the alleviation of housing problems in Mecklenburg County.
17. To the fullest extent permitted by law, the Consortium Members agree that each will save the other harmless due to the negligent acts of its employees, officers or agents, including volunteers or due to any negligent operation of equipment. This section shall not be construed as waiving any defense or limitation which any party may have against any claim or cause of action by any persons not a party to this agreement. The Consortium Members shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with State and Federal regulations. Consortium Members shall immediately reimburse the Lead Entity in full for any and all expenses for which the Lead Entity shall become responsible in its role as Lead Entity. To the extent that such expense is incurred by the acts or omissions of a Consortium Member, such Consortium Member shall make such reimbursement in full.
18. The Consortium Members agree to remain in the Consortium during the three federal fiscal years for which the Consortium qualifies to receive HOME funds, October 1, 2012 through September 30, 2015. Thereafter, each party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable laws or until all HOME allocations are expended. The obligations of each of the parties shall remain in effect until all HOME allocations received by the Consortium are expended or such longer period as may be agreed to by the parties. Notwithstanding the foregoing, the Consortium Members have an obligation to abide by HOME requirements throughout the period of affordability of any HOME funded projects.
19. This Agreement shall automatically renew in successive three year qualification periods, unless a Consortium Member provides 120 days prior written notice of its election not to participate in a new qualification period. By the date specified in HUD's consortia designation notice or HOME consortia web page, the Lead Entity will notify each

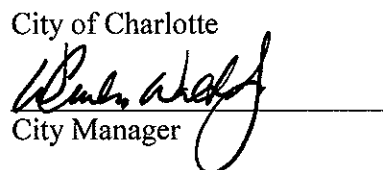
Consortium Member in writing of its right not to participate in the successive three -year qualification period, and by June 30 the Lead Entity will provide HUD's field office with copies of such communications and any Consortium Member's notice of intent not to participate in the new qualification period. Notwithstanding the foregoing, each Consortium Member shall adopt any amendment to this Agreement necessary to incorporate changes to meet HUD requirements for consortium agreements in subsequent three year qualification periods. If the Lead Entity fails to notify Consortium Members of their right not to participate in successive three year qualification periods or if it fails to submit any amendments to the Agreement to HUD, this Agreement will not automatically be renewed. The automatic renewal provisions will not apply when the Consortium adds a new member.

20. Should disputes arise between participants resulting in legal action, such actions shall be filed in the appropriate courts of Mecklenburg County, North Carolina.
21. The Lead Entity and Consortium Members agree to have the same program year for CDBG, HOME, ESG and HOPWA.
22. This Agreement is subject to HUD approval and the Consortium's receipt of HOME Investment Partnership funds.

IN WITNESS WHEREOF, the City of Charlotte, as Lead Entity and the Consortium Members, have caused this Agreement to be executed by a duly authorized official of each party.

SIGNATURE

Attest to:

Clerk

City of Charlotte

City Manager

- Attachment 1: Mecklenburg County Signature
- Attachment 2: Town of Cornelius Signature
- Attachment 3: Town of Davidson Signature
- Attachment 4: Town of Huntersville Signature
- Attachment 5: Town of Matthews Signature
- Attachment 6: Town of Mint Hill Signature
- Attachment 7: Town of Pineville Signature

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON APRIL 26, 2021**

A motion was made by Eggleston and seconded by Driggs
for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, this Interlocal Agreement is to provide for the undertaking of public transportation studies described in each cycle of the United Planning Work Program; and,

WHEREAS, the City will reimburse Union County up to \$47,705 for FY 2021; and,

WHEREAS, the City will reimburse Iredell County up to \$67,500 for FY 2021; and,

WHEREAS, the format and cost sharing philosophy are consistent with past interlocal agreements; and,

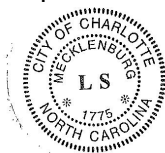
WHEREAS, the City Manager, or his designee, is hereby empowered to sign and execute the Agreement with Iredell County and Union County.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement between the City of Charlotte Planning, Design, and Development Department and Iredell County and Union County is hereby formally approved by the City Council of the City of Charlotte.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of April 2021, the reference having been made in Minute Book 152 and recorded in full in Resolution Book 51, Page(s) 406-452.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26th day of April 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

STATE OF NORTH CAROLINA

SECTION 5303

COUNTY OF MECKLENBURG

GRANT AGREEMENT

This **AGREEMENT** is made and entered into this July 1, 2020 (the Effective Date") by and between the **CITY OF CHARLOTTE**, (the "City) through the Metropolitan Planning Organization (MPO) of the urbanized area (UZA), the Charlotte Regional Transportation Planning Organization ("CRTPO") and **UNION COUNTY, NC**, through its public transit department, the Union County Transportation ("Union") (collectively, the "Parties") for a transit project for fixed-route evaluation and community outreach.

GENERAL RECITALS

WHEREAS, pursuant to 49 U.S.C. § 5305, the Metropolitan Planning Program (MPP) provides Federal financial assistance to help urbanized areas (UZAs) plan for the development, improvement, and effective management of their multimodal transportation systems in accordance with the transportation planning requirements of the joint Federal Transit Administration (FTA)/Federal Highway Administration (FHWA) planning regulations (23 CFR Part 450) ; and

WHEREAS, the FTA apportions federal MPP grant funds to states based on a formula; and

WHEREAS, each state allocates MPP grant funds it receives to the metropolitan planning organizations (MPOs) in the state based on a formula approved by the U.S. Secretary of Transportation and a Unified Planning Work Program (UPWP) developed by the MPO; and

WHEREAS, CRTPO is the MPO for the Charlotte-Mecklenburg urbanized area (UZA) and is responsible for developing the long-range transportation plan and the Transportation Improvement Program in accordance with 49 U.S.C. § 5303; and

WHEREAS, the City is the lead planning agency for CRTPO; and

WHEREAS, the North Carolina Department of Transportation (NCDOT) has allocated FY2021 Section 5303 MPP grant funds for the planning projects identified in CRTPO's UPWP, including Union's fixed-route evaluation and community outreach project.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree follows.

AGREEMENT

1. Purpose.

The purpose of this Agreement is to provide funding for the evaluation and community outreach related to Union fixed-route service as described in the project application, Exhibit A (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the

parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Project Implementation. Union agrees to carry out the Project as follows:

- 2.1 Scope. Union shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
- a. FTA Circular 5010.1D, "Grant Management Requirements";
 - b. FTA Circular 8100.1d, Program Guidance for Metropolitan Planning and State Planning and Research Program Grants;
 - c. FTA Circular 9045.1, "9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions";
 - d. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
 - e. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";
 - f. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
 - g. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
 - h. FTA Master Agreement;
 - i. FTA Circular 4220.1F, "Third Party Contracting Guidance";
 - j. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
 - k. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
 - l. Union' Application.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Union that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

3. Definitions. Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City means the City of Charlotte.
- 3.2 Common Rules means DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200.
- 3.3 Applicant, or Union means Union County, NC, through its public transit department, the Union County Transportation (Union).

- 3.4 Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term “disability” means, with respect to an individual—
- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
 - (b) A record of such impairment; or
 - (c) Being regarded as having such an impairment.
- 3.5 DOT means the U.S. Department of Transportation.
- 3.6 FTA means the Federal Transit Administration.
- 3.7 Grant Funds means the FTA funds provided by the City for Union’ Section 5303 Project.
- 3.8 Master Agreement means the FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.
- 3.9 NCDOT means the North Carolina Department of Transportation.
- 3.10 OMB means the United States Office of Management and Budget.
- 3.11 Prior Approval means securing the City’s or NCDOT’s written permission prior to taking action or incurring a certain cost.

4. Incorporation of Exhibits. The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: Union’s Application

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

5. Description of Project. Union shall perform the services described in Exhibit A attached to this Agreement and incorporated herein except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Union shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

- 5.1. Agreement Modification. In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5303 Program that includes an alteration of the terms of this Agreement, the City shall issue to Union a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Union shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Union and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. **Cost of Project.** The total cost of the Project approved by the City is set forth in Union's Application, incorporated into this Agreement as Exhibit A.

6.1 City Share. The City shall provide, from Federal funds received from NCDOT, eighty percent (80%) of the actual costs of the Project, not to exceed forty-two thousand four hundred four dollars (\$42,404). The City shall also provide, from State funds received from NCDOT, ten percent (10%) of the actual costs of the Project, not to exceed five thousand three hundred one dollars (\$5,301), which will bring the City's Total Share to an amount not to exceed forty-seven thousand seven hundred five dollars (\$47,705).

6.2 Union Share. Union shall provide ten percent (10%) of the actual costs of the Project as defined in Union's Application and any amounts in excess of the City's Total Share ("Union Share"). Union shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs.

7. **Grant Disbursements.** Each month Union shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.

- 7.1. Union shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
- 7.2. All reimbursable expenses submitted by Union must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).
- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Monthly Report submitted by Union. Union shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
- 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
- 7.5. Employment Taxes and Employee Benefits. Union acknowledges and agrees that its employees and subcontractors are not employees of the City. Union represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.

8. **Period of Performance.** This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2020 to June 30, 2021. Union shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

9. **Accounts and Records.**

- 9.1. **Establishment and Maintenance of Accounting Records.** Union shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Union shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of

segregating, identifying and accumulating the allocable Project costs. Union shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.

9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.

9.3. Allowable Costs. Expenditures made by Union shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:

- a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
- b. Necessary in order to accomplish the Project;
- c. Reasonable in amount for the services purchased;
- d. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
- e. Made in conformance with the federal cost principles set forth in the Common Rules;
- f. Satisfactorily documented; and
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

10. Audit and Inspection. Union shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of Union pertaining to the Project.

Union shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Union shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, Union agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

11. Representations and Warranties of Union. Union represents and covenants that:

- 11.1. Union has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 11.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A.
- 11.3. Neither the Project, nor any Deliverables provided by Union under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Union shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 11.4. Union affirms that it has not retained any party other than a bona-fide employee working for Union to solicit this Agreement, and that it has not paid or agreed to pay any outside party

consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.

- 11.5. In connection with its obligations under this Agreement, Union shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 11.6. Union warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Union' Share of the Project Costs, as described in Section 6 of this Agreement.

12. Termination of Agreement.

12.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.

12.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Union if at any time the FTA or the State for any reason does not award further Grant Funds for Section 5303 Programs to the City. Union shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.

12.3 Termination for Default. If Union fails to perform the services within the time specified in this Agreement or any extension or if Union fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 12.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Union specifying the nature of the default. Union shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.

12.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Union seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Union fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Union, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Union and its sureties for said breach or default.

12.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Union of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Union shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Union of the obligation to file any monthly, quarterly, or annual reports nor relieve Union from any claim for reimbursement of Grant Funds previously accrued or then accruing against Union.

13. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Union as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

14. Indemnification.

- 14.1 To the fullest extent permitted by law, Union shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Union or its subcontractors in connection with this Agreement; or (iii) arising from Union's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Union or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Union or an employee or subcontractor of Union is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Union) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 14.2 This Section 14 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 14.3 Notwithstanding the foregoing, Union shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

15. Insurance.

- 15.1. General Requirements.
- (a) Union shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section 15, and the City has approved such insurance. Union shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- (b) All insurance policies required by Section 15.2 shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Union shall name the City as an additional insured under the commercial general liability policy required by Section 15.2.

- (c) Union' insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Union' operations under this Agreement. Union and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 14).
 - (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Union and/or subcontractors providing such insurance.
 - (e) Within three (3) days after execution of this Agreement, Union shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 15 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Union shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Union shall not relieve Union of its obligation to meet the insurance requirements set forth in this Agreement.
 - (f) Should any or all of the required insurance coverage be self-funded/self-insured, Union shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
 - (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 15**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Union from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 15.2. Union agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
 - (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect Union and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Union, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
 - (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per

policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.

16. Drug-Free Workplace. The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Union hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Union's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Union of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 16.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.
- 16.7 ***A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.***

17. Non-Discrimination Policy. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Union represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Union shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Union retaliate against any person or entity for reporting instances of such discrimination. Union shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Union agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Union has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Union further agrees to fully cooperate in any investigation

conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Union understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Union from participating in City contracts and other sanctions.

- 18. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Union:

Theresa Torres, Manager
610 Patton Ave.

Monroe, NC 28110

Phone: 704-283-3598

Fax: 704-283-3551

E-mail: Theresa.Torres@unioncountync.gov

For the City:

Robert Cook, Assistant Director
600 East Fourth Street

Charlotte, NC 28202

Phone: (704) 336-8643

Fax: (704) 353-0797

E-mail: rwcook@charlottenc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City:

Lisa Flowers

City Attorney's Office

600 East Fourth Street

Charlotte, NC 28202

Phone: (704) 432-2568

Fax: (704) 353-0797

E-mail: lflowers@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 19. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

20. Breaches and Dispute Resolution.

- 20.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties

are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

- 20.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Union shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

20.2.1 Subcontract Inclusion. Union shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

20.2.2 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 20.4 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

- 20.3 **Formal Resolution Meeting.** Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

20.4 **Mediation.**

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If

the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.

- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Section 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

- 21. No Liability for Special or Consequential Damages. The City and Union shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.
- 22. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 23. No Publicity. No advertising, sales promotion or other materials of Union or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.
- 24. Approvals. All approvals or consents required under this Agreement must be in writing.
- 25. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.
- 26. Survival of Provisions. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5 "Employment Taxes and Employee Benefits"

Section 11	"Representations and Warranties of Union"
Section 12	"Termination of Agreement"
Section 14	"Indemnification"
Section 15	"Insurance"
Section 18	"Notices and Principal Contacts"

27. Familiarity and Compliance with Laws and Ordinances. Union agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Union further agrees that it will at all times during the term of this Agreement comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

28. Conflict of Interest and Code of Conduct. Union shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Union shall not use its position for personal or organizational gain. Union shall not engage in any transaction that presents a real or apparent conflict of interest. Union shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Union shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

29. Construction of Terms. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

30. Federal Clauses. The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Union agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Union pursuant to its obligations under this Agreement. Union and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Union shall not perform any act, fail to perform any act, or refuse to

comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

30.1 Access to Records and Reports.

- (a) Record Retention. Union shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) Access to Records. The Contractor agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Contractor agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

30.2 Buy America. Reserved

30.3 Cargo Preference. Reserved

30.4 Charter Service. Union agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

Union agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include, barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or any other appropriate remedy that may apply.

Union should also include the substance of this clause in each subcontract that may involve operating public transit services.

30.5 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, Union agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act

as amended, 33 U.S.C. §§ 1251-1387.. Specifically, Union agrees that:

- (a) It will not use any violating facilities;
- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA "List of Violating Facilities;"
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30.6 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Union shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Union agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Union agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity)... Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Union agrees to comply with any implementing requirements FTA may issue.
- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Union agrees to comply with any implementing requirements FTA may issue.

- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and Federal transit law at 49 U.S.C. § 5332, Union agrees that it will not discriminate against individuals on the basis of disability. In addition, Union agrees to comply with any implementing requirements FTA may issue.
- (e) Access to Services for Persons with Limited English Proficiency. Union agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. Union agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Union also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Failure by Union to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

30.7 Disadvantaged Business Enterprises (DBE). Union shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Union shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Union to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Union from future bidding as non-responsible. 49 C.F.R. § 26.13(b).Reserved

30.8 Contract Work Hours and Safety Standards. Reserved

30.9 Energy Conservation. Union agrees to comply with mandatory standards and policies relating

to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

30.10 Fly America - Reserve

30.11 Government-Wide Debarment and Suspension.

(a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. Union shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
- (ii) Suspended from participation in any federally assisted Award;
- (iii) Proposed for debarment from participation in any federally assisted Award;
- (iv) Declared ineligible to participate in any federally assisted Award;
- (v) Voluntarily excluded from participation in any federally assisted Award; or
- (vi) Disqualified from participation in any federally assisted Award.

(b) Certification. Upon execution of this Agreement, Union certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Union knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Union agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. Union further agrees to include a provision requiring such compliance in its lower tier covered transactions."

(c) Verification. Union and all lower-tier participants must verify that the entity with whom the Union or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. Union and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.

(d) Disclosing Information. Union and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

30.12 Lobbying Restrictions. Union agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Union and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Union's Application in Exhibit A.

Union further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

30.13 No Government Obligation to Third Parties.

- (a) The City and Union acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5303 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Union, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5303 grant.
- (b) Union agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.14 Reserved.

30.15 Reserved.

30.16 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Union acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Union certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Union further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Union to the extent the Federal Government deems appropriate.
- (b) Union also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Union, to the extent the Federal Government deems appropriate.

- (c) Union agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

30.17 Reserved.

30.18 Recycled Products. Union agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

30.19 Safe Operation of Motor Vehicles.

- a) **Seat Belt Use.** Union is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Union or the City.
- b) **Distracted Driving.** Union agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Union owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

30.20 School Bus Operations. – Reserve

30.21 Reserved.

30.22 Reserved.

30.23 Reserved.

30.24 Reserved.

30.25 Federal Changes.

- (a) Union shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Union's failure to so comply shall constitute a material breach of this Agreement.
- (b) Union agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

30.26 ADA Access. Union agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

- (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Union also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

30.27 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Union shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

UNION COUNTY

By: William M. Watson

Print Name: William M. Watson

Title: County Manager

Date: 1/6/2021

Attest:

By: Lynn D. West

Print Name: Lynn West

Title: Clerk to the Board

Date: 1/6/2021

Approved as to Legal Form CAN



CITY OF CHARLOTTE

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

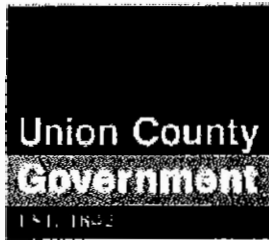
By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A - Union's Application



Human Services/Transportation
610 Palon Ave
Monroe, NC 28110
T. 704-292-2611
www.unioncountync.gov

December 31, 2019

Mr. Robert W. Cook, AICP
Assistant Planning Director
City of Charlotte - CRTPO
600 E. Fourth Street, 8th Floor
Charlotte, NC 28202

RE: FY 21 Union County FTA 5303 Budget and Narrative

Mr. Cook,

Union County has developed a list of tasks and deliverables, and supporting budget, as a proposed use of FY 21 FTA 5303 transit planning funds. The information for these activities can be found in the attached spreadsheet.

Union County appreciates the revision of the distribution process to allow the county systems to apply for these funds to continue its transit planning efforts for the residents of the county.

Please let me know if you have any questions. I may be reached at (704) 263-3598 or Theresa.torres@unioncountync.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa Torres".

Theresa Torres
Human Services Program Manager



Union County FY 21 FTS 5303 Planning Budget and Narrative									
31-Dec-19									
Task Number	Task	Outcomes	Deliverables	Staff Name	Hours	Rate	Total Cost	Task Code For UPWP	Task Code Description
1	Rider surveys	Customer feedback and performance metrics	Annual customer surveys. Responding to customer complaints and ADA Reasonable Modification Requests.	Junior Espino	200	\$ 22.53	\$ 4,506.00	II-C-6	Public Participation
2	Ridership analysis	Demographic trends, origin-destination trends	Customers in home evaluations. Perform drivers ride alongs every quarter to collect and validate ridership information.	Junior Espino	500	\$ 22.53	\$ 11,265.00	II-A	Data & Planning Support
3	Socio-economic analysis	Census analysis for equity and market analysis	Maps of county population by age, income, disability status, veteran status, and other variables relevant for transit planning.	Bjorn Hansen	80	\$ 37.86	\$ 3,028.80	II-A	Data & Planning Support
4	Route analysis	Performance metrics for routes and enabling improved efficiency opportunities	Oversee the creation of new routes and continued efficiency initiatives.	Brandon Earp	500	\$ 27.10	\$ 13,550.00	II-A	Data & Planning Support
5	Rate analysis	Analysis of per mile and per trip rates charged for service	Run reports and analyze trip cost data. Some of this information is submitted on annual state and federal reports.	Junior Espino	250	\$ 22.53	\$ 5,632.50	II-A	Data & Planning Support
6	Grant development	Development of local, state, and federal grants for administrative, operational, and capital funding	Research, prepare and submit annual grants.	Theresa Torres	80	\$ 31.70	\$ 2,536.00	III-E	Management, Operations & Program Support Administration
7	Interagency coordination	Coordination with Anson and Mecklenburg transit systems	Attend Anson County's quarterly Transportation Advisory Meetings. Facilitate the coordination of Anson County Relay.	Theresa Torres	160	\$ 31.70	\$ 5,072.00	III-D	Statewide & Extra Regional Planning
8	State and Regional Coordination	Attending regional and state events	Attend CRTPO, Centralina COG and other relevant meetings.	Bjorn Hansen	80	\$ 37.86	\$ 3,028.80	III-E	Management, Operations & Program Support Administration
9	Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Janet Payne	20	\$ 57.58	\$ 1,151.60	III-E	Management, Operations & Program Support Administration
9	Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Theresa Torres	40	\$ 31.70	\$ 1,268.00	III-E	Management, Operations & Program Support Administration
9	Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Junior Espino	20	\$ 22.53	\$ 450.60	III-E	Management, Operations & Program Support Administration
9	Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Bjorn Hansen	40	\$ 37.86	\$ 1,514.40	III-E	Management, Operations & Program Support Administration
								Total	\$53,003.70
								Federal Share	\$42,402.96
								State Share	\$5,300.37
								Local Share	\$5,300.37

STATE OF NORTH CAROLINA

SECTION 5303

COUNTY OF MECKLENBURG

GRANT AGREEMENT

This **AGREEMENT** is made and entered into this July 1, 2020 (the Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City) through the Metropolitan Planning Organization (MPO) of the urbanized area (UZA), the Charlotte Regional Transportation Planning Organization (“CRTPO”) and **IREDELL COUNTY, NC**, through its public transit department, the Iredell County Area Transportation System (“ICATS”) (collectively, the “Parties”) for a transit project for fixed-route evaluation and community outreach.

GENERAL RECITALS

WHEREAS, pursuant to 49 U.S.C. § 5305, the Metropolitan Planning Program (MPP) provides Federal financial assistance to help urbanized areas (UZAs) plan for the development, improvement, and effective management of their multimodal transportation systems in accordance with the transportation planning requirements of the joint Federal Transit Administration (FTA)/Federal Highway Administration (FHWA) planning regulations (23 CFR Part 450) ; and

WHEREAS, the FTA provides MPP funds to the State of North Carolina that are then distributed to North Carolina’s metropolitan planning organizations (MPOs) based on a formula approved by the FTA; and

WHEREAS, the CRTPO is the MPO for the Charlotte-Mecklenburg urbanized area (UZA) and is responsible for developing the long-range transportation plan and the Transportation Improvement Program in accordance with 49 U.S.C. § 5303; and

WHEREAS, the City is the lead planning agency for CRTPO; and

WHEREAS, the CRTPO develops and adopts a Unified Planning Work Program (UPWP) that identifies planning projects within the UZA for federal funding; and

WHEREAS, the FTA allocates MPP grant funds to States based on a formula and the approved UPWP; and

WHEREAS, the Parties desire to secure and utilize FY2021 Section 5303 MPP grant funds for ICATS fixed-route evaluation and community outreach project which was included in the approved UPWP.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree follows.

AGREEMENT

1. Purpose.

The purpose of this Agreement is to provide funding for the evaluation and community outreach related to ICATS fixed-route service as described in the project application, Exhibit A (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this

Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Project Implementation. ICATS agrees to carry out the Project as follows:

- 2.1 Scope.** ICATS shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
- a. FTA Circular 5010.1D, "Grant Management Requirements";
 - b. FTA Circular 8100.1d, Program Guidance for Metropolitan Planning and State Planning and Research Program Grants;
 - c. FTA Circular 9045.1, "9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions";
 - d. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
 - e. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";
 - f. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
 - g. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
 - h. FTA Master Agreement;
 - i. FTA Circular 4220.1F, "Third Party Contracting Guidance";
 - j. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
 - k. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
 - l. ICATS' Application.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or ICATS that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

3. Definitions. Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City** means the City of Charlotte.
- 3.2 Common Rules** means DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200.
- 3.3 Applicant, or ICATS** means Iredell County, NC, through its public transit department, the Iredell County Area Transportation System (ICATS).
- 3.4 Disability** has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term "disability" means, with respect to an individual—

- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
- (b) A record of such impairment; or
- (c) Being regarded as having such an impairment.

3.5 DOT means the U.S. Department of Transportation.

3.6 FTA means the Federal Transit Administration.

3.7 Grant Funds means the FTA funds provided by the City for ICATS' Section 5303 Project.

3.8 Master Agreement means the FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.

3.9 NCDOT means the North Carolina Department of Transportation.

3.10 OMB means the United States Office of Management and Budget.

3.11 Prior Approval means securing the City's or NCDOT's written permission prior to taking action or incurring a certain cost.

- 4. Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: ICATS's Application

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

- 5. Description of Project.** ICATS shall perform the services described in Exhibit A attached to this Agreement and incorporated herein except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, ICATS shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

5.1. Agreement Modification. In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5303 Program that includes an alteration of the terms of this Agreement, the City shall issue to ICATS a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, ICATS shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between ICATS and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. **Cost of Project.** The total cost of the Project approved by the City is set forth in ICATS's Application, incorporated into this Agreement as Exhibit A.

6.1 **City Share.** The City shall provide, from Federal funds received from NCDOT, eighty percent (80%) of the actual costs of the Project, not to exceed six thousand dollars (\$60,000). The City shall also provide, from State funds received from NCDOT, ten percent (10%) of the actual costs of the Project, not to exceed seven thousand five hundred dollars (\$7,500), which will bring the City's Total Share to an amount not to exceed sixty-seven thousand seven hundred dollars (\$67,500).

6.2 **ICATS Share.** Iredell shall provide ten percent (10%) of the actual costs of the Project as defined in ICATS' Application and any amounts in excess of the City's Total Share ("ICATS Share"). ICATS shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs.

7. **Grant Disbursements.** Each month ICATS shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.

- 7.1. ICATS shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
- 7.2. All reimbursable expenses submitted by ICATS must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).
- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Monthly Report submitted by ICATS. ICATS shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
- 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
- 7.5. Employment Taxes and Employee Benefits. ICATS acknowledges and agrees that its employees and subcontractors are not employees of the City. ICATS represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.

8. **Period of Performance.** This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2020 to June 30, 2021. ICATS shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

9. **Accounts and Records.**

- 9.1. **Establishment and Maintenance of Accounting Records.** ICATS shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. ICATS shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. ICATS shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.

- 9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.
- 9.3. Allowable Costs. Expenditures made by ICATS shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
- a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
 - b. Necessary in order to accomplish the Project;
 - c. Reasonable in amount for the services purchased;
 - d. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
 - e. Made in conformance with the federal cost principles set forth in the Common Rules;
 - f. Satisfactorily documented; and
 - g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

10. Audit and Inspection. ICATS shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of ICATS pertaining to the Project.

ICATS shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, ICATS shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, ICATS agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

11. Representations and Warranties of ICATS. ICATS represents and covenants that:

- 11.1. ICATS has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 11.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A.
- 11.3. Neither the Project, nor any Deliverables provided by ICATS under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. ICATS shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 11.4. ICATS affirms that it has not retained any party other than a bona-fide employee working for ICATS to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.

- 11.5. In connection with its obligations under this Agreement, ICATS shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 11.6. ICATS warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying ICATS' Share of the Project Costs, as described in Section 6 of this Agreement.

12. Termination of Agreement.

- 12.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 12.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to ICATS if at any time the FTA or the State for any reason does not award further Grant Funds for Section 5303 Programs to the City. ICATS shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 12.3 Termination for Default. If ICATS fails to perform the services within the time specified in this Agreement or any extension or if ICATS fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 12.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to ICATS specifying the nature of the default. ICATS shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 12.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide ICATS seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If ICATS fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to ICATS, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against ICATS and its sureties for said breach or default.
- 12.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by ICATS of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 12.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, ICATS shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve ICATS of the obligation to file any monthly, quarterly, or annual reports nor relieve ICATS from any claim for reimbursement of Grant Funds previously accrued or then accruing against ICATS.

- 13. Relationship of the Parties.** The relationship of the parties established by this Agreement is the City as recipient and ICATS as the subrecipient of federal grant funds as defined by the FTA. With the

exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

14. Indemnification.

- 14.1** To the fullest extent permitted by law, ICATS shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by ICATS or its subcontractors in connection with this Agreement; or (iii) arising from ICATS's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by ICATS or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that ICATS or an employee or subcontractor of ICATS is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding ICATS) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 14.2** This Section 14 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 14.3** Notwithstanding the foregoing, ICATS shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

15. Insurance.

- 15.1. General Requirements.**
- (a) ICATS shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section 15, and the City has approved such insurance. ICATS shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
 - (b) All insurance policies required by Section 15.2 shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. ICATS shall name the City as an additional insured under the commercial general liability policy required by Section 15.2.
 - (c) ICATS' insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from ICATS'

operations under this Agreement. ICATS and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 14).

- (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of ICATS and/or subcontractors providing such insurance.
 - (e) Within three (3) days after execution of this Agreement, ICATS shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 15 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. ICATS shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of ICATS shall not relieve ICATS of its obligation to meet the insurance requirements set forth in this Agreement.
 - (f) Should any or all of the required insurance coverage be self-funded/self-insured, ICATS shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
 - (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 15**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve ICATS from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 15.2. ICATS agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
 - (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect ICATS and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by ICATS, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
 - (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.

16. Drug-Free Workplace. The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. ICATS hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) ICATS's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify ICATS of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 16.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.
- 16.7 ***A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.***

17. Non-Discrimination Policy. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, ICATS represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, ICATS shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall ICATS retaliate against any person or entity for reporting instances of such discrimination. ICATS shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, ICATS agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that ICATS has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. ICATS further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to

such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

ICATS understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of ICATS from participating in City contracts and other sanctions.

- 18. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For ICATS:

Phone:

Fax:

E-mail:

For the City:

Robert Cook, Assistant Director

600 East Fourth Street

Charlotte, NC 28202

Phone: (704) 336-8643

Fax: (704) 353-0797

E-mail: rwcook@charlottenc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City:

Lisa Flowers

City Attorney's Office

600 East Fourth Street

Charlotte, NC 28202

Phone: (704) 432-2568

Fax: (704) 353-0797

E-mail: lflowers@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 19. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

20. Breaches and Dispute Resolution.

- 20.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding

mediation conducted pursuant to the conditions set forth in this Section.

20.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, ICATS shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

20.2.1 Subcontract Inclusion. ICATS shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

20.2.2 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 20.4 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

20.3 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

20.4 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must

first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.

- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Section 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

21. No Liability for Special or Consequential Damages. The City and ICATS shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

22. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

23. No Publicity. No advertising, sales promotion or other materials of ICATS or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.

24. Approvals. All approvals or consents required under this Agreement must be in writing.

25. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

26. Survival of Provisions. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	“Employment Taxes and Employee Benefits”
Section 11	“Representations and Warranties of ICATS”

Section 12	"Termination of Agreement"
Section 14	"Indemnification"
Section 15	"Insurance"
Section 18	"Notices and Principal Contacts"

27. Familiarity and Compliance with Laws and Ordinances. ICATS agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. ICATS further agrees that it will at all times during the term of this Agreement comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

28. Conflict of Interest and Code of Conduct. ICATS shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. ICATS shall not use its position for personal or organizational gain. ICATS shall not engage in any transaction that presents a real or apparent conflict of interest. ICATS shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

ICATS shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

29. Construction of Terms. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

30. Federal Clauses. The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. ICATS agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by ICATS pursuant to its obligations under this Agreement. ICATS and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. ICATS shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

30.1 Access to Records and Reports.

- (a) Record Retention. ICATS shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) Access to Records. The Contractor agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Contractor agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

30.2 Buy America. Reserved

30.3 Cargo Preference. Reserved

30.4 Charter Service. ICATS agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

ICATS agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include, barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or any other appropriate remedy that may apply.

ICATS should also include the substance of this clause in each subcontract that may involve operating public transit services.

30.5 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, ICATS agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387.. Specifically, ICATS agrees that:

- (a) It will not use any violating facilities;

- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA "List of Violating Facilities;"
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30.6 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, ICATS shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, ICATS agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. ICATS agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity)... Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, ICATS agrees to comply with any implementing requirements FTA may issue.
- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, ICATS agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and

Federal transit law at 49 U.S.C. § 5332, ICATS agrees that it will not discriminate against individuals on the basis of disability. In addition, ICATS agrees to comply with any implementing requirements FTA may issue.

- (e) Access to Services for Persons with Limited English Proficiency. ICATS agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income *Populations*," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. ICATS agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

ICATS also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Failure by ICATS to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

30.7 Disadvantaged Business Enterprises (DBE). ICATS shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. ICATS shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by ICATS to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying ICATS from future bidding as non-responsible. 49 C.F.R. § 26.13(b).Reserved

30.8 Contract Work Hours and Safety Standards. Reserved

30.9 Energy Conservation. ICATS agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

30.10 Fly America - Reserve

30.11 Government-Wide Debarment and Suspension.

- (a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. ICATS shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
- (i) Debarred from participation in any federally assisted Award;
 - (ii) Suspended from participation in any federally assisted Award;
 - (iii) Proposed for debarment from participation in any federally assisted Award;
 - (iv) Declared ineligible to participate in any federally assisted Award;
 - (v) Voluntarily excluded from participation in any federally assisted Award; or
 - (vi) Disqualified from participation in any federally assisted Award.
- (b) Certification. Upon execution of this Agreement, ICATS certifies as follows:
- The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that ICATS knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. ICATS agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. ICATS further agrees to include a provision requiring such compliance in its lower tier covered transactions."
- (c) Verification. ICATS and all lower-tier participants must verify that the entity with whom the ICATS or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. ICATS and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.
- (d) Disclosing Information. ICATS and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

30.12 Lobbying Restrictions. ICATS agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. ICATS and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies

to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with ICATS's Application in Exhibit A.

ICATS further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

30.13 No Government Obligation to Third Parties.

- (a) The City and ICATS acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5303 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, ICATS, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5303 grant.
- (b) ICATS agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.14 Reserved.

30.15 Reserved.

30.16 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) ICATS acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, ICATS certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, ICATS further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on ICATS to the extent the Federal Government deems appropriate.
- (b) ICATS also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on ICATS, to the extent the Federal Government deems appropriate.
- (c) ICATS agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

30.17 Reserved.

30.18 Recycled Products. ICATS agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

30.19 Safe Operation of Motor Vehicles.

- a) **Seat Belt Use.** ICATS is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by ICATS or the City.
- b) **Distracted Driving.** ICATS agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle ICATS owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

30.20 School Bus Operations. – Reserve

30.21 Reserved.

30.22 Reserved.

30.23 Reserved.

30.24 Reserved.

30.25 Federal Changes.

- (a) ICATS shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. ICATS's failure to so comply shall constitute a material breach of this Agreement.
- (b) ICATS agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

30.26 ADA Access. ICATS agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S.ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

ICATS also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

30.27 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. ICATS shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

IREDELL COUNTY

By: Bradley Johnson
Print Name: Bradley Johnson
Title: Transit Director
Date: 1/29/2020

Attest:

By: Mollie Davenport
Print Name: Mollie Davenport
Title: Transit Office Manager
Date: 1/29/2020

CITY OF CHARLOTTE

By: _____
Print Name: _____
Title: _____
Date: _____

Attest:

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A - ICATS's Application

Good afternoon Mr. Cook and Mr. McDonald,

Please accept this response as the Iredell County Area Transit System's (ICATS) request for consideration for Section 5303 funds as described and outlined in the email string below.

Task manager name and contact information

Iredell County Area Transit System (ICATS)

2611 Ebony Circle

Statesville, NC, 28677

Bradley Johnson, ICATS Director, Bradley.johnson@co.iredell.nc.us, 704-873-9393

Ronald Shoultz, ICATS Transit Planner Ronald.shoultz@co.iredell.nc.us, 704-873-9393

Herbert (Jeff) Crouchley, ICATS Operations Director, Herbert.crouchley@co.iredell.nc.us, 704-873-9393

Task name

ICATS Fixed Route Evaluation and Community Outreach

Task objective

Collaborate with residents of Iredell County and community partners and leaders to promote existing route services, to examine additional route services in Iredell County, to create improved route service brochures and web site information, to improve route stops and signage, and to design and implement new routes or route modifications.

Tangible product expected

Increased ridership on existing and/or new routes, improve existing route services via modifications and/or expansion, new route service literature and distribution, improved web site information, and expand interaction with the residents of Iredell County and community partners and leaders.

Funding requested

\$75,000.00

Local match information: Provide supporting information that demonstrates your agency's ability and commitment to funding the match. 80/10/10

\$60,000.00 - 5303

\$7,500 State

\$7,500 – from local funding resources currently contractually committed.

Details on who will be working on any task(s) you submit, i.e., staff, consultants, or a combination of the two

Bradley Johnson, Bradley.johnson@co.iredell.nc.us, 704-873-9393

Ronald Shoultz, Ronald.shoultz@co.iredell.nc.us, 704-873-9393

Herbert (Jeff) Crouchley, Herbert.crouchley@co.iredell.nc.us, 704-873-9393

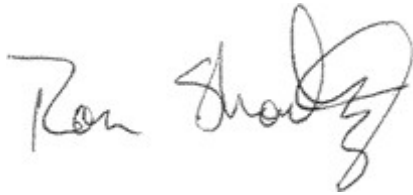
Iredell County IT department

County and municipal facility service departments, if necessary

Graphic designer(s), Print media contractor(s), Signage fabricator(s) - TBD

Thank you for the opportunity to submit this request, and contact ICATS if additional information is needed or required.

Best regards,



Ron Shultz
Transit Planner
Iredell County Area Public Transit
2611 Ebony Circle
Statesville, NC 28625
Voice: (704) 873-9393 ext. 3779
Fax: (704) 873-8125
ronald.shultz@co.iredell.nc.us
www.rideicats.com



RESOLUTION AUTHORIZING THE LEASE OF OFFICE SPACE
LOCATED AT 600 E. FOURTH STREET, SUITE 231,
TO THE STATE OF NORTH CAROLINA

WHEREAS, the City of Charlotte ("City") owns property located at 600 E. Fourth Street, in Charlotte, North Carolina (the "Property"), identified as Tax ID# 125-026-01; and

WHEREAS, State of North Carolina ("State"), has leased office space (Suite 231) from the City since 2009 on an annual basis, and desires to continue its leasing of the office space for use by the Governor of the State of North Carolina, and its related uses; and

WHEREAS, North Carolina General Statute §§160A-272 and 274 provide the City the authority to lease to another governmental unit upon such terms and conditions as it deems wise; and

WHEREAS, the proposed lease would be for an initial one (1) year term, beginning as of March 9, 2021, at an annual rental rate of \$19,776.00, with the option of the State to renew the Lease for two (2) additional one (1) year terms. The annual rental rate for the first renewal term being \$20,370.00 (\$1697.44 monthly), and the annual rental rate for the second renewal term being \$20,980.00 (\$1748.36 monthly); and

WHEREAS, thirty (30) days' public notice was provided in accordance with North Carolina General Statute §160A-272, and the City Council is convened at a regular meeting;

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte that it hereby authorizes the lease of the above referenced Property as follows:

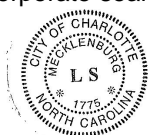
The City Council hereby approves the lease of the city property described above to the State of North Carolina upon the terms and conditions set forth herein, and authorizes the City Manager, or his Designee, to execute all instruments necessary to lease said property.

THIS THE 26TH DAY OF APRIL 2021.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of April 2021, the reference having been made in Minute Book 152 and recorded in full in Resolution Book 51, Page(s) 453.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26th day of April 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 6:30 p.m. on April 26, 2021:

Members Present: Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Watlington, Johnson, Newton Bokhari, Driggs

Members Absent: None

* * * * *
* * *

Councilmember Egleston/Graham introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Clerk and which was read by title:

RESOLUTION ADOPTING THE BOND ORDER AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE OF THE CITY OF CHARLOTTE, NORTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000,000

WHEREAS, the City of Charlotte, North Carolina (the “City”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.*, as amended (the “Act”), to issue, subject to the approval of the Local Government Commission of North Carolina (the “LGC”), at one time or from time to time, revenue bond anticipation notes of the City for the purposes specified in the Act; and

WHEREAS, the City has previously issued Water and Sewer System Revenue Bonds under the terms of the Amended and Restated General Trust Indenture dated as of September 24, 2020 (the “General Indenture”), between the U.S. Bank National Association, as successor trustee, (the “Trustee”), which amends and restates the General Trust Indenture dated as of November 1, 1996 between the City and the Trustee, to finance the capital costs of improvements to the water and sanitary sewer systems of the City (the “Water and Sewer System”);

WHEREAS, the City Council has determined that it is in the best interest of the City to issue its Water and Sewer System Revenue Bond Anticipation Note, Series 2021 (the “Bond Anticipation Note”) in an aggregate principal amount not to exceed \$250,000,000 to finance the capital costs of extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for the Water and Sewer System (the “Projects”);

WHEREAS, the City will issue the Bond Anticipation Note under the General Indenture and a Series Indenture, Number 21 (the “Series Indenture”) between the City and the Trustee; and

WHEREAS, the City and the LGC have arranged for Wells Fargo Bank, National Association, or a wholly owned subsidiary thereof (the “Lender”) to purchase the Bond Anticipation Note and advance

the funds to finance the Projects under the terms of a Note Purchase and Advance Agreement (the "*Purchase Agreement*"); and

WHEREAS, an application has been filed with the LGC requesting approval of the Bond Anticipation Note as required by the Act.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The Bond Anticipation Note is authorized and will be issued pursuant to and under the Act and this bond order (this "*Bond Order*") in order to raise the money required to finance the Projects, in addition to any funds which may be made available for such purpose from any other source.

Section 2. The aggregate principal amount of the Bond Anticipation Note authorized by this Bond Order will not exceed \$250,000,000. The Bond Anticipation Note hereby authorized will be a special obligation of the City, secured by and paid solely from the proceeds thereof or from revenues, income, receipts and other money received or accrued by or on behalf of the City from or in connection with the operation of the City's Water and Sewer System, as more specifically provided in the General Indenture and the Series Indenture. The principal of, premium, if any, and interest on the Bond Anticipation Note will not be payable from the general funds of the City, nor will they constitute a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon any of its income, receipts or revenues except the funds which are pledged under the General Indenture. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, or interest on the Bond Anticipation Note, and no holder of the Bond Anticipation Note has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

Section 3. The form and content of the Bond Anticipation Note and the provisions of the Series Indenture and the Purchase Agreement with respect to the Bond Anticipation Note (including without limitation the maturities and rate setting mechanisms) will be approved and confirmed in a separate resolution of the City Council.

Section 4. The Bond Anticipation Note will be purchased by the Lender under the terms of the Purchase Agreement and the proceeds from the sale of the Bond Anticipation Note will be deposited in accordance with the Series Indenture.

Section 5. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions are null and void and deemed separable from the remaining agreements and provisions and in no way affect the validity of any of the other agreements and provisions hereof or of the Bond Anticipation Note authorized hereunder.

Section 6. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Bond Order will take effect immediately on its adoption and pursuant to §159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City Council other than the procedures set out in the Act.

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00 p.m. on April 26, 2021:

Members Present: Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Watlington, Johnson
Newton, Bokhari, Driggs

Members Absent: None

* * * * *
* * *

Councilmember Egleston/Graham introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Clerk and which was read by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, FOR THE APPROVAL, EXECUTION AND DELIVERY OF CITY OF CHARLOTTE, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2021

WHEREAS, the City of Charlotte, North Carolina (the “City”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.*, as amended (the “Act”), to issue, subject to the approval of the Local Government Commission of North Carolina (the “LGC”), at one time or from time to time, revenue bond anticipation notes of the City for the purposes specified in the Act; and

WHEREAS, the City has previously issued Water and Sewer System Revenue Bonds under the terms of the Amended and Restated General Trust Indenture dated as of September 24, 2020 (the “General Indenture”), between the U.S. Bank National Association, as successor trustee, (the “Trustee”), which amends and restates the General Trust Indenture dated as of November 1, 1996 between the City and the Trustee, to finance the capital costs of improvements to the water and sanitary sewer systems of the City (the “Water and Sewer System”);

WHEREAS, the City Council has determined that it is in the best interest of the City to issue its Water and Sewer System Revenue Bond Anticipation Note, Series 2021 (the “Bond Anticipation Note”) in an aggregate principal amount not to exceed \$250,000,000 to finance the capital costs of extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for the Water and Sewer System (the “Projects”);

WHEREAS, the City will issue the Bond Anticipation Note under the General Indenture and a Series Indenture, Number 21 (the “Series Indenture”) between the City and the Trustee; and

WHEREAS, Wells Fargo Bank, National Association, or a wholly owned subsidiary thereof (the “Lender”), will purchase the Bond Anticipation Note and provide the City with the funding for the Projects on a draw-down basis under the terms of the Series Indenture and a Note Purchase and Advance Agreement (the “Purchase Agreement”) among the City, the Lender and the LGC;

WHEREAS, the City Council has considered and recognized that variable interest rate debt instruments may subject the City to the risk of higher interest rates in the future;

WHEREAS, the City Council believes that a draw-down program as contemplated in the Series Indenture and the Purchase Agreement is superior to a fixed rate financing because it will lower the City's overall cost of capital;

WHEREAS, the City Council wants to (A) retain Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"); (B) approve the Lender, as the purchaser of the Bond Anticipation Note; (C) retain DEC Associates, Inc., as the financial advisor, and First Tryon Securities, LLC, as the financial consultant; (D) retain U.S. Bank National Association, as trustee and paying agent for the Bond Anticipation Note; and (E) retain such other professionals as the City's Chief Financial Officer determines necessary to carry out the financing contemplated in this Resolution (collectively, the "*Financing Team*");

WHEREAS, the City Council desires to ratify the filing by the City's Chief Financial Officer of an application with the LGC for its approval of the Bond Anticipation Note, on a form prescribed by the LGC, (1) requesting in such application that the LGC approve (a) the negotiation of the sale of the Bond Anticipation Note to the Lender and (b) the City's use of the Financing Team and (2) stating in such application such facts and attaching thereto such exhibits in regard to the Bond Anticipation Note and to the City and its financial condition, as required by the LGC, and taking all other action necessary to the issuance of the Bond Anticipation Notes; and

WHEREAS, copies of the Series Indenture and the Purchase Agreement have been filed with the City and are available for review by the City Council;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. The issuance of the Bond Anticipation Note by the City in the principal amount not to exceed \$250,000,000, in substantially the form and content set forth in the Series Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the General Indenture and the Series Indenture, is in all respects approved and confirmed. The form and content of the Bond Anticipation Note set forth in the Series Indenture are in all respects approved and confirmed. The provisions of the General Indenture and the Series Indenture with respect to the Bond Anticipation Note (including without limitation the maturities and rate setting mechanisms) are in all respects approved and confirmed and are incorporated herein by reference.

The Bond Anticipation Note will be issued by the City for the purpose of providing funds (1) to finance the costs of the Projects and (2) to pay the costs of issuing the Bond Anticipation Note, all as set out fully in the documents attached to the City's application to the LGC. The use of the proceeds of the Bond Anticipation Note, as described, is necessary in order to meet the expanding needs of the users of the Water and Sewer System and to assure that the Water and Sewer System remains in full compliance with all state and federal requirements for the provision of water and sanitary sewer services.

Section 2. The filing by the City's Chief Financial Officer, or her designee, of an application with the LGC requesting its approval of the issuance of the Bond Anticipation Note is in all respects ratified, approved and confirmed. The Financing Team for the Bond Anticipation Note is approved and confirmed.

Section 3. The City Council finds and determines and asks the LGC to find and determine from the City's application and supporting documentation:

- (a) that the issuance of the Bond Anticipation Note is necessary or expedient;
- (b) that the not to exceed stated principal amount of the Bond Anticipation Note is adequate and not excessive for its proposed purpose;
- (c) that the Projects are feasible;
- (d) that the City's debt management procedures and policies are good; and
- (e) that the Bond Anticipation Note can be marketed at a reasonable interest cost to the City.

Section 4. The form and content of the Series Indenture and the exhibits thereto are in all respects approved and confirmed. The Mayor, the City Manager and the Chief Financial Officer, or their respective designees (the "*Authorized Officers*"), are authorized, empowered and directed to execute and deliver the Series Indenture for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as to them seem necessary, desirable or appropriate. Execution by the Authorized Officers of the Series Indenture will constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Series Indenture presented to the City Council. From and after the execution and delivery of the Series Indenture, the Authorized Officers, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series Indenture as executed.

Section 5. The City requests that the LGC sell the Bond Anticipation Note at private sale without advertisement through negotiation to the Lender at such prices as the LGC determines to be in the best interest of the City and pursuant to the terms of the Purchase Agreement, but at an initial interest rate not exceeding 4% and thereafter at an interest rate to be set in accordance with the Series Indenture and Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and confirmed. The Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as to them seem necessary, desirable or appropriate. Execution by the Authorized Officers of the Purchase Agreement will constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Purchase Agreement presented to the City Council. From and after the execution and delivery of the Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 6. The City Manager or the Chief Financial Officer, or their designees, are hereby authorized to execute a no-arbitrage certificate in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 7. No stipulation, obligation or agreement herein contained or contained in the Bond Anticipation Note, the General Indenture, the Series Indenture, the Purchase Agreement or any other instrument related to the issuance of the Bond Anticipation Note is deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee will be personally liable on the Bond Anticipation Note or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. The Mayor, the City Manager, the Chief Financial Officer and the City's Debt Manager, or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by (a) this Resolution and the Bond Order, (b) the General Indenture, (c) the Series Indenture and (d) the Purchase Agreement; except that the

Authorized Officers are not authorized or empowered to do anything or execute any document which is in contravention, in any way, of (1) the specific provisions of this Resolution or the Bond Order, (2) the specific provisions of the General Indenture, (3) the specific provisions of the Series Indenture, (4) the specific provisions of the Purchase Agreement, (5) any agreement to which the City is bound, (6) any rule or regulation of the City or (7) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 9. Any and all past acts and doings of the officers of the City that were in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond Anticipation Note and the execution, delivery and performance of the Series Indenture and the Purchase Agreement are in all respects ratified, approved and confirmed. Any and all future acts and doings of the officers of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond Anticipation Note and the execution, delivery, performance and on-going administration of the Series Indenture and the Purchase Agreement are in all respects approved and confirmed. Any and all acts of officers of the City authorized by this Resolution may be done individually or collectively.

Section 10. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and will be deemed separable from the remaining agreements and provisions and in no way affect the validity of any of the other agreements and provisions hereof or of the Bond Anticipation Note authorized hereunder.

Section 11. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 12. This Resolution is effective on its adoption.

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00 p.m. on April 26, 2021:

Members Present: Eiselt, Ajmera, Bokhari, Driggs, Eggleston, Graham, Johnson, Newton, Phipps
Watlington, Winston

Members Absent: None

* * * * *
* * *

Councilmember Eggleston/Graham introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Clerk and which was read by title:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO INSTALLMENT FINANCING AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the City of Charlotte, North Carolina (the “*City*”) is a municipal corporation duly created and validly existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City previously executed and delivered an Installment Purchase Contract dated as of December 1, 2003 and amendments thereto (as previously amended, the “*2003 Contract*”) between the City and New Charlotte Corporation (the “*Corporation*”) in order to finance and refinance mass transit facilities and equipment;

WHEREAS, to secure its obligations under the 2003 Contract, the City (1) executed and delivered a Deed of Trust and Security Agreement dated as of December 1, 2003 from the City to the deed of trust trustee named therein for the benefit of the Corporation, as modified by (a) a Notice of Extension of Deed of Trust dated as of August 15, 2005 and (b) a Notice of Extension and Amendment to Deed of Trust dated as of May 1, 2013, each among the City, the Trustee and the deed of trust trustee named therein (collectively, the “*Deed of Trust*”), granting the Corporation and its assigns a security interest in certain transit facilities acquired with the proceeds of the 2003 Contract, and (2) granted the Corporation under the 2003 Contract a security interest in certain personal property acquired with the proceeds of the 2003 Contract;

WHEREAS, in connection with the 2003 Contract, the Corporation previously executed and delivered under an Indenture of Trust dated as of December 1, 2003 (as previously amended and

supplemented, the “2003 Indenture”) between the Corporation and Wachovia Bank, National Association, the successor to which is U.S. Bank National Association, as trustee (the “Trustee”), under which the Corporation has executed and delivered several series of certificates of participation, each evidencing proportionate undivided interests in rights to receive certain revenues pursuant to the 2003 Contract, to finance and refinance mass transit facilities and equipment;

WHEREAS, the City has been advised that it can achieve debt service savings by refinancing the principal component of its installment payment obligations under the 2003 Contract corresponding to certain of the certificates of participation outstanding under the 2003 Indenture, including the Refunding Certificates of Participation (Transit Projects/Phase II), Series 2008A (the “2008A Certificates”) and Certificate of Participation (Transit Projects/Phase III), Series 2015D (the “2015D Certificate”);

WHEREAS, consistent with the City’s financial policies for the Charlotte Area Transit System, the City Council of the City (the “City Council”) has determined that it is in the best interests of the City to enter into Amendment Number Six to the 2003 Contract (the “Sixth Amendment,” and together with the 2003 Contract, the “Contract”) to (1) refinance the City’s installment payment obligations under the 2003 Contract corresponding to all or a portion of the 2008A Certificates and the 2015D Certificates (collectively, the “Refunded Certificates”) to achieve debt service savings and (2) pay the costs of executing and delivering the Sixth Amendment;

WHEREAS, the City hereby determines that refinancing the Refunded Certificates is essential to the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that refinancing the Refunded Certificates will enable the City to achieve debt service savings; and that entering into the Sixth Amendment is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City hereby determines that entering into the Sixth Amendment allows the City to refinance the Refunded Certificates at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City;

WHEREAS, the City hereby determines that the estimated cost of refinancing the Refunded Certificates is an amount not to exceed \$200,000,000, and that such cost exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of refinancing the Refunded Certificates pursuant to the Sixth Amendment is expected to exceed the cost of refinancing the Refunded Certificates pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of refinancing the Refunded Certificates pursuant to the Sixth Amendment and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of completing the refinancing the Refunded Certificates; and (3) insufficient revenues are produced by the projects to be refinanced so as to permit a revenue bond financing;

WHEREAS, the City has determined and hereby determines that the estimated cost of refinancing the Refunded Certificates pursuant to the Sixth Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due related to the Sixth Amendment;

WHEREAS, the sums to fall due related to the Sixth Amendment will be adequate but not excessive for its proposed purpose;

WHEREAS, the obligation of the City to make installment payments for the 2003 Contract and the Sixth Amendment does not constitute a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the 2003 Contract and the Sixth Amendment;

WHEREAS, no deficiency judgment may be rendered against the City in any action for breach of an obligation under the 2003 Contract and the Sixth Amendment;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the Local Government Commission of North Carolina (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on entering into the Sixth Amendment after publication of a notice with respect to such public hearing will be held by the City Council and approval of the LGC with respect to entering into Sixth Amendment must be received;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Negotiate Sixth Amendment.*** The Mayor, the City Manager and the Chief Financial Officer, or their respective designees, are hereby authorized and directed to proceed and negotiate on behalf of the City for the refinancing of the Refunded Certificates for a principal amount not to exceed \$200,000,000 in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended.

Section 2. ***Application to LGC.*** The Chief Financial Officer, or her designees, are hereby directed to file with the LGC an application for its approval of the Sixth Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. ***Financing Team.*** The financing team of Parker Poe Adams & Bernstein LLP, as special counsel, DEC Associates, Inc. and Davenport & Company LLC, as financial advisors, Goldman Sachs & Co. LLC, as managing underwriter, U.S. Bank National Association, as trustee, and McGuireWoods LLP, as underwriters' counsel, is approved. The Chief Financial Officer, or her designees, are hereby authorized to retain co-managing underwriters and any other professionals she deems necessary to complete the transaction contemplated by this Resolution.

Section 4. ***Public Hearing.*** A public hearing shall be conducted by the City Council on May 10, 2021 (the “*Public Hearing*”) concerning the approval of the execution and delivery of the Sixth Amendment for the refinancing of the Refunded Certificates. The City Clerk is hereby directed to cause a notice of the Public Hearing to be published at least once in a qualified newspaper of general circulation within the City no fewer than 10 days prior to the Public Hearing.

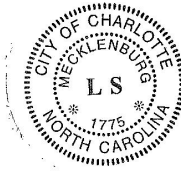
Section 5. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 6. ***Effective Date.*** This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
) ss:
CITY OF CHARLOTTE)

I, STEPHANIE C. KELLY, the City Clerk of the City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO INSTALLMENT FINANCING AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 26th day of April, 2021, the reference having been made in Minute Book 152, and recorded in full in Resolution Book 51, Page(s) 462-466.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 26th day of April, 2021.



A handwritten signature in cursive script that reads 'Stephanie C. Kelly'. The signature is written in dark ink and is positioned above a horizontal line.

Stephanie C. Kelly
City Clerk, MMC, NCCMC
City of Charlotte, North Carolina

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00 p.m. on April 26, 2021:

Members Present: Eiselt, Ajmera, Bokhari, Driggs, Eggleston, Graham, Johnson, Newton, Phipps, Watlington, Winston

Members Absent: None

* * * * *
* * *

Councilmember Eggleston/Graham introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Clerk and which was read by title:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the City of Charlotte, North Carolina (the “*City*”) is a municipal corporation duly created and validly existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “*City Council*”) hereby determines that it is in the best interest of the City to (1) enter into an installment financing contract (the “*Contract*”) with a financial institution to be determined (the “*Bank*”) in order to pay the costs of improvements to the City’s convention center (the “*Convention Center Project*”), improvements to Bank of America stadium related to the use by Major League Soccer (the “*Stadium Project*”) and facilities and improvements on property owned by the City at the old Eastland Mall site primarily for amateur and youth soccer and related events (the “*Eastland Site Project*” and collectively with the Convention Center Project and the Stadium Project, the “*Projects*”) and to pay the costs of entering into the Contract and (2) in order to provide security for the City’s obligations under the Contract, grant to the Bank a security interest under a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) on all or a portion of the site of the Eastland Site Project;

WHEREAS, the City Council hereby determines that the Projects are necessary for the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City Council hereby determines that such cost of the Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the Projects pursuant to the Contract and the Deed of Trust is expected to exceed the cost of financing the Projects pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the Projects pursuant to the Contract are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the benefits of the Projects; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the City Council hereby determines that the estimated cost of financing the Projects pursuant to the Contract and the Deed of Trust allows the City to finance the Projects at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City and reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the sums to fall due related to the Contract will be adequate and not excessive for its proposed purpose;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due under the Contract;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the Local Government Commission of North Carolina (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on entering into Contract after publication of a notice with respect to such public hearing will be held by the City Council and approval of the LGC with respect to entering into Contract must be received;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Negotiate the Contract and the Deed of Trust.*** The Mayor, the City Manager and the Chief Financial Officer, or their respective designees, are hereby authorized and directed to negotiate on behalf of the City (1) the financing of the Projects for a principal amount of not to exceed \$50,000,000 under the Contract to be entered into with the Bank in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest under the Deed of Trust in the City's fee simple interest in the site of all or a portion of the Eastland Site Project, together with all improvements and fixtures located thereon, as may be required by the Bank providing the funds to the City under the Contract to secure the City's obligations thereunder.

Section 2. ***Application to LGC.*** The Chief Financial Officer, or her designees, are hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. ***Financing Team.*** The financing team of Parker Poe Adams & Bernstein LLP, as special counsel, and DEC Associates, Inc., as financial advisor, is approved. The Chief Financial Officer, or her designees, are hereby authorized to determine the Bank to utilize for the Contract and to retain any other professionals she deems necessary to complete the transaction contemplated by this Resolution.

Section 4. ***Public Hearing.*** A public hearing shall be conducted by the City Council on May 10, 2021 (the "*Public Hearing*") concerning the approval of the execution and delivery of the Contract for the financing of the Projects. The City Clerk is hereby directed to cause a notice of the Public Hearing to be published at least once in a qualified newspaper of general circulation within the City no fewer than 10 days prior to the Public Hearing.

Section 5. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 6. ***Effective Date.*** This Resolution is effective on the date of its adoption.

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Public Auction

Whereas, North Carolina General Statute 160A-270(b) allows the City Council to sell personal property at public auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction and;

Whereas, the City Manager has recommended that the property listed on the attached (Exhibit A) be declared as surplus and sold at public auction; now therefore,

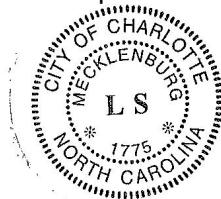
Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on May 15, 2021 at 9am the surplus property described on (Exhibit A), located at the City's Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(b). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

Adopted on this 26th day of April, 2021

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of April 2021, the reference having been made in Minute Book 152 and recorded in full in Resolution Book 51, Page(s) 471- 483.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26th day of April 2021.



Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, MMC, NCCMC

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
519	2002	GILLIG	PHANTOM	BUS	417,752	MILEAGE	
524	2002	GILLIG	PHANTOM	BUS	420,317	MILEAGE	
533	2003	GILLIG	PHANTOM	BUS	401,823	MILEAGE	**CATS
538	2003	GILLIG	PHANTOM	BUS	413,416	MILEAGE	**CATS
943	2004	GILLIG	LOW FLOOR	BUS	720,434	MILEAGE	
78199	2008	FORD	F-250	PICKUP TRUCK	76,156	MILEAGE	** airport
79678	2011	FORD	RANGER	PICKUP TRUCK	79,534	MILEAGE	** airport
82066	2014	ELIODARDO	EZ-Rider 11	BUS	240,045	MILEAGE	** airport
ACB070	2009	CHEVROLET	G-2500	CARGO VAN	89,623	MILEAGE	**
ACB207	2015	CHEVROLET	G-2500	CARGO VAN	116,219	MILEAGE	**
ACB208	2015	CHEVROLET	G-2500	CARGO VAN	126,380	MILEAGE	**
ACB212	2015	CHEVROLET	G-2500	CARGO VAN	124,100	MILEAGE	
ACB214	2015	CHEVROLET	G-2500	CARGO VAN	110,562	MILEAGE	**
BMA001	2010	TOYOTA	PRIUS HYBRID	SMALL SEDAN HYBRID	129,500	MILEAGE	**
BMB085	2006	CHEVROLET	G-2500	CARGO VAN	199,518	MILEAGE	**
BMJ215	2007	FORD	F-250	UTILITY TRUCK	113,175	MILEAGE	**
CTA016	2002	FORD	TAURUS SW	MID SIZE STATION WAGON	42,405	MILEAGE	**
CTA061	2005	FORD	TAURUS	MID SIZE SEDAN	59,175	MILEAGE	**
CTA111	2005	CHEVROLET	TRAILBLAZER	MID SIZE SUV	158,124	MILEAGE	**
CTA137	2013	CHEVROLET	EQUINOX	COMPACT SUV	130,438	MILEAGE	
CTB017	2008	CHEVROLET	G-2500	CARGO VAN	122,651	MILEAGE	**
CTJ002	2005	FORD	F-450	UTILITY TRUCK	59,688	MILEAGE	**
CTU049	2005	FORD	F-150 EXT	PICKUP TRUCK	118,126	MILEAGE	
CW 10	1987	ONAN	275 KW	GENERATOR	266	hour	
CW 1	2006	DETROIT	60 KW	GENERATOR	110	hour	
CW 2	2001	OLYMPIAN	50 KW	GENERATOR	261	hour	
CW 3	2007	GENERAC	35 KW	GENERATOR		hour	hrs unknown
CW 4	2002	KOHLER	40 KW	GENERATOR	222	hour	
CW 5	2001	KOHLER	80 KW	GENERATOR	227	hour	
CW 6	2003	KOHLER	50 KW	GENERATOR	192	hour	
CW 7	1999	GENERAC	100 KW	GENERATOR	411	hour	
CW 8	1982	DETROIT	150 KW	GENERATOR	24	hour	
CW 9	1966	WESTINGHOUSE	30 KW	GENERATOR	3,728	hour	
F70469	1997	SPARTAN	HAZ MAT 81	FIRE HAZ MAT TRUCK	15,302	MILEAGE	
F73344	2001	SPARTAN	RESERVE LADDER 82	FIRE LADDER TRUCK	155,928	MILEAGE	**
F73567	2002	SPARTAN	RESERVE LADDER 83	FIRE LADDER TRUCK	223,931	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
F74513	2003	SPARTAN	RESERVE ENGINE 84	FIRE PUMPER TRUCK	177,308	MILEAGE	**
F74735	1989	INTERNATIONAL	OLD HM5	FIRE HAZ MAT TRUCK	26,920	MILEAGE	**
F74825	2004	SPARTAN	RESERVE ENGINE 86	FIRE PUMPER TRUCK	179,987	MILEAGE	**
F77493	2009	SPARTAN	RESERVE ENGINE 94	FIRE PUMPER TRUCK	173,700	MILEAGE	**
FDA205	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	121,049	MILEAGE	
FDA210	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	104,416	MILEAGE	
FDA214	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	85,938	MILEAGE	**
FDA217	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	124,627	MILEAGE	**
FDA225	2013	CHEVROLET	SUBURBAN	FULL SIZE SUV	92,810	MILEAGE	**
FDU099	2005	CHEVROLET	K-3500 C/C	PICKUP TRUCK	146,053	MILEAGE	**
FDU100	2005	CHEVROLET	K-3500 C/C	PICKUP TRUCK	122,514	MILEAGE	**
FDU106	2006	CHEVROLET	K-3500 C/C	PICKUP TRUCK	127,059	MILEAGE	**
FDU108	2007	CHEVROLET	K-3500 C/C	PICKUP TRUCK	133,827	MILEAGE	**
FDU115	2011	FORD	F-150 C/C	PICKUP TRUCK	168,204	MILEAGE	
FDU200	2011	CHEVROLET	C-2500 EXT	PICKUP TRUCK	120,474	MILEAGE	**
FMA031	2005	HONDA	CIVIC HYBRID	SMALL SEDAN HYBRID	46,704	MILEAGE	**
FMA100	2011	CHEVROLET	MALIBU	MID SIZE SEDAN	72,764	MILEAGE	**
LMA003	2016	FORD	FUSION	MID SIZE SEDAN HYBRID	76,946	MILEAGE	**
LMT548	2007	JOHN DEERE	6415	UTILITY TRACTOR	5,037	HOUR	**
LMT549	2007	JOHN DEERE	6415	UTILITY TRACTOR	3,601	HOUR	**
LMT901	2011	JOHN DEERE	5101E	UTILITY TRACTOR	1,361	HOUR	**
LMT902	2011	JOHN DEERE	5101E	UTILITY TRACTOR	1,540	HOUR	**
LMU455	2001	FORD	F-150	PICKUP TRUCK	71,515	MILEAGE	**
LMU474	2009	FORD	F-150	PICKUP TRUCK	91,820	MILEAGE	**
LMZ018	2010	VERMEER	BC1000XL	WOOD CHIPPER	1,768	HOUR	**
MPA019	2006	DODGE	MAGNUM	FULL SIZE STATION WAGON	75,700	MILEAGE	**
MPA020	2016	FORD	FUSION	MID SIZE SEDAN HYBRID	81,469	MILEAGE	**
NDA085	2008	CHEVROLET	EQUINOX	COMPACT SUV	71,167	MILEAGE	**
NDA086	2009	FORD	ESCAPE	COMPACT SUV	105,865	MILEAGE	**
NDU109	2013	FORD	F-150	PICKUP TRUCK	125,803	MILEAGE	**
NDU111	2014	FORD	F-150	PICKUP TRUCK	112,318	MILEAGE	**
NDU114	2014	FORD	F-150	PICKUP TRUCK	101,396	MILEAGE	**
NDU217R	2002	FORD	F-250 C/C	PICKUP TRUCK	137,237	MILEAGE	
PDA027	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	131,250	MILEAGE	
PDA042	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	101,599	MILEAGE	
PDA050	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	125,005	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
PDA103	2017	FORD	EXPLORER INTR	MID SIZE SUV	410	MILEAGE	wreck
PDA107	2015	FORD	EXPLORER INTR	MID SIZE SUV	146,285	MILEAGE	**
PDA1097	2020	FORD	EXPLORER INTR	MID SIZE SUV	3,645	MILEAGE	**
PDA1155	2020	FORD	EXPLORER INTR	MID SIZE SUV	5,191	MILEAGE	** wreck
PDA120	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	123,451	MILEAGE	**
PDA134	2012	CHEVROLET	TAHOE	FULL SIZE SUV	138,070	MILEAGE	**
PDA153	2018	FORD	EXPLORER INTR	MID SIZE SUV	53,330	MILEAGE	wreck
PDA154	2012	DODGE	CHARGER	FULL SIZE SEDAN	114,837	MILEAGE	
PDA181	2017	FORD	EXPLORER INTR	MID SIZE SUV	104,149	MILEAGE	**
PDA191	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	124,500	MILEAGE	**
PDA218	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	104,996	MILEAGE	wreck
PDA238	2019	FORD	EXPLORER INTR	MID SIZE SUV	13,637	MILEAGE	wreck
PDA243	2015	FORD	EXPLORER INTR	MID SIZE SUV	101,210	MILEAGE	**
PDA336	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	49,651	MILEAGE	**
PDA341	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	77,272	MILEAGE	**
PDA403	2013	FORD	EXPLORER INTR	MID SIZE SUV	108,059	MILEAGE	**
PDA406	2017	FORD	EXPLORER INTR	MID SIZE SUV	119,252	MILEAGE	
PDA407	2017	FORD	EXPLORER INTR	MID SIZE SUV	74,759	MILEAGE	** wreck
PDA425	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	88,589	MILEAGE	**
PDA426	2015	FORD	EXPLORER INTR	MID SIZE SUV	103,850	MILEAGE	wreck
PDA428	2012	DODGE	CHARGER	FULL SIZE SEDAN	105,949	MILEAGE	
PDA438	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	113,567	MILEAGE	**
PDA449	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	93,720	MILEAGE	**
PDA459	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	133,286	MILEAGE	**
PDA496	2014	FORD	EXPLORER INTR	MID SIZE SUV	113,963	MILEAGE	wreck
PDA5160	2005	FORD	TAURUS	MID SIZE SEDAN	120,108	MILEAGE	
PDA517	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	117,043	MILEAGE	**
PDA5334	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	116,195	MILEAGE	**
PDA5361	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	138,790	MILEAGE	
PDA5378	2011	DODGE	CHARGER	FULL SIZE SEDAN	105,901	MILEAGE	**
PDA5391	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	125,850	MILEAGE	
PDA5394	2012	CHEVROLET	IMPALA	FULL SIZE SEDAN	108,514	MILEAGE	**
PDA5395	2012	CHEVROLET	IMPALA	FULL SIZE SEDAN	121,876	MILEAGE	**
PDA5405	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	148,129	MILEAGE	**
PDA5406	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	118,717	MILEAGE	**
PDA5410	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	106,446	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
PDA5417	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	126,274	MILEAGE	**
PDA5440	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	121,455	MILEAGE	** wreck
PDA5443	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	117,360	MILEAGE	**
PDA5447	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	148,099	MILEAGE	wreck
PDA5471	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	116,329	MILEAGE	**
PDA5492	2014	FORD	EXPLORER INTR	MID SIZE SUV	133,171	MILEAGE	**
PDA5515	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	104,833	MILEAGE	**
PDA5526	2014	CHEVROLET	IMPALA	MID SIZE SEDAN	100,970	MILEAGE	**
PDA5534	2015	FORD	EXPLORER INTR	MID SIZE SUV	109,190	MILEAGE	**
PDA5560	2015	CHEVROLET	IMPALA	MID SIZE SEDAN	116,159	MILEAGE	**
PDA5584	2015	CHEVROLET	IMPALA	MID SIZE SEDAN	121,304	MILEAGE	**
PDA5595	2016	CHEVROLET	IMPALA	MID SIZE SEDAN	119,695	MILEAGE	**
PDA5628	2016	CHEVROLET	EQUINOX	COMPACT SUV	97,716	MILEAGE	wreck
PDA584	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	90,170	MILEAGE	
PDA5920	2020	CHEVROLET	EQUINOX	MID SIZE SUV	15,831	MILEAGE	wreck
PDA611	2017	FORD	EXPLORER INTR	MID SIZE SUV	118,746	MILEAGE	
PDA616	2017	CHEVROLET	CAPRICE	FULL SIZE SEDAN	40,684	MILEAGE	**
PDA630	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	82,300	MILEAGE	wreck
PDA656	2016	FORD	EXPLORER INTR	MID SIZE SUV	86,866	MILEAGE	**
PDA681	2016	FORD	EXPLORER INTR	MID SIZE SUV	142,183	MILEAGE	
PDA682	2012	DODGE	CHARGER	FULL SIZE SEDAN	120,000	MILEAGE	
PDA705	2016	FORD	EXPLORER INTR	MID SIZE SUV	87,746	MILEAGE	wreck
PDA733	2016	FORD	EXPLORER INTR	MID SIZE SUV	74,360	MILEAGE	wreck
PDA735	2012	DODGE	CHARGER	FULL SIZE SEDAN	96,767	MILEAGE	
PDA740	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	71,142	MILEAGE	**
PDA742	2016	FORD	EXPLORER INTR	MID SIZE SUV	68,775	MILEAGE	** wreck
PDA752	2019	FORD	EXPLORER INTR	MID SIZE SUV	41,268	MILEAGE	**
PDA762	2014	FORD	EXPLORER INTR	MID SIZE SUV	98,765	MILEAGE	wreck
PDA793	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	95,800	MILEAGE	**
PDA794	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	118,525	MILEAGE	**
PDA804	2017	FORD	EXPLORER INTR	MID SIZE SUV	82,050	MILEAGE	wreck
PDA811	2017	FORD	EXPLORER INTR	MID SIZE SUV	41,706	MILEAGE	**
PDA823	2016	FORD	EXPLORER INTR	MID SIZE SUV	105,562	MILEAGE	**
PDA833	2014	FORD	EXPLORER INTR	MID SIZE SUV	106,268	MILEAGE	**
PDA849	2017	FORD	EXPLORER INTR	MID SIZE SUV	106,172	MILEAGE	**
PDA872	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	127,054	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
PDA893	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	33,218	MILEAGE	wreck
PDA900	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	111,407	MILEAGE	
PDA907	2012	DODGE	CHARGER	FULL SIZE SEDAN	118,167	MILEAGE	**
PDA932	2017	FORD	EXPLORER INTR	MID SIZE SUV	65,140	MILEAGE	wreck
PDA939	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	136,817	MILEAGE	
PDA949	2017	FORD	EXPLORER INTR	MID SIZE SUV	115,864	MILEAGE	
PDA955	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	82,700	MILEAGE	**
PDA977	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	138,517	MILEAGE	**
PDA989	2012	DODGE	CHARGER	FULL SIZE SEDAN	88,346	MILEAGE	**
PDB142	2008	FORD	E-350	VAN	75,223	MILEAGE	
PDF001	1995	SEARK	COMMANDER SERIE	WATERCRAFT	32	HOURL	
PDY866	1995	EZ LOADER	5000	FLAT BED TRAILER			
SMD524	2006	INTERNATIONAL	4400	DUMP TRUCK	104,036	MILEAGE	**
SMD534	2006	FORD	F-650 C/C	DUMP TRUCK	112,944	MILEAGE	**
SMD538	2006	FORD	F-650 C/C	DUMP TRUCK	118,816	MILEAGE	**
SMD539	2008	INTERNATIONAL	4400	DUMP TRUCK	74,651	MILEAGE	**
SMD541	2008	FORD	F-650 C/C	DUMP TRUCK	95,680	MILEAGE	**
SMD542	2008	FORD	F-650 C/C	DUMP TRUCK	93,703	MILEAGE	**
SMD544	2008	FORD	F-650 C/C	DUMP TRUCK	95,150	MILEAGE	**
SMD800	2010	FREIGHTLINER	M2106	DUMP TRUCK	88,635	MILEAGE	**
SMD801	2010	FREIGHTLINER	M2106	DUMP TRUCK	90,904	MILEAGE	**
SMD802	2010	FREIGHTLINER	M2106	DUMP TRUCK	81,450	MILEAGE	**
SMD803	2010	FREIGHTLINER	M2106	DUMP TRUCK	70,459	MILEAGE	**
SMD804	2011	FREIGHTLINER	M2106	DUMP TRUCK	68,023	MILEAGE	**
SME618	2005	GRADALL	XL4100	TRUCK MOUNTED EXCAVATOR	6,323	HOURL	**
SMJ224	2006	FORD	F-750 C/C	DUMP TRUCK	80,603	MILEAGE	**
SMJ400	2011	FORD	F-450 C/C	UTILITY TRUCK	119,080	MILEAGE	**
SMJ701	2011	INTERNATIONAL	4400	MATERIAL SPREADER TRUCK	14,060	MILEAGE	
SMJ800	2010	INTERNATIONAL	4400	POT HOLE PATCH TRUCK	82,442	MILEAGE	**
SML704	2005	JCB	426ZX	WHEELED ARTICULATED LOADER	2,881	HOURL	**
SMR801	2000	INGERSOL RAND	DD70	RIDING ROLLER	1,001	HOURL	**
SMR803	2001	WACKER	RD25	RIDING ROLLER	19	HOURL	
SMR809	2005	VIBROMAX	265	RIDING ROLLER	790	HOURL	
SMR811	2006	INGERSOL RAND	DD70	RIDING ROLLER	2,684	HOURL	**
SMU100	2010	FORD	F-150 C/C	PICKUP TRUCK	95,917	MILEAGE	**
SMU117	2009	FORD	F-450 C/C	UTILITY TRUCK	112,229	MILEAGE	

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
SMU118	2009	FORD	F-450 C/C	UTILITY TRUCK	133,233	MILEAGE	**
SMU192	2005	FORD	F-450 C/C	UTILITY TRUCK	125,915	MILEAGE	
SMU193	2005	FORD	F-450 C/C	UTILITY TRUCK	143,386	MILEAGE	
SMU196	2005	FORD	F-350 C/C	UTILITY TRUCK	155,053	MILEAGE	**
SMU197	2005	FORD	F-350 C/C	UTILITY TRUCK	181,598	MILEAGE	**
SMU303	2008	FORD	F-450 C/C	UTILITY TRUCK	133,527	MILEAGE	
SMU306	2008	FORD	F-150 EXT	PICKUP TRUCK	81,832	MILEAGE	**
SMY500	2001	HUDSON	HS 14	FLAT BED TRAILER			
SMY501	2001	HUDSON	HS 14	FLAT BED TRAILER			**
SMY556	1999	HUDSON	HS 14	FLAT BED TRAILER			**
SMY859	1999	HUDSON	HS 14	FLAT BED TRAILER			**
SMY861	2000	HUDSON	HS 14	FLAT BED TRAILER			
SMY864	2006	HUDSON	HTD18D	FLAT BED TRAILER			**
SMY869	2006	HUDSON	HSE14	FLAT BED TRAILER			
SMZ972	1996	WACKER	DS7ZY	TAMPER			**
SNP121	2007	FREIGHTLINER	CONDOR	AUTOMATED REFUSE TRUCK	260,998	MILEAGE	**
SNP665	2009	MACK	LEU613	AUTOMATED REFUSE TRUCK	167,282	MILEAGE	**
SNP667	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	149,976	MILEAGE	**
SNP704	2009	MACK	LEU613	AUTOMATED REFUSE TRUCK	60,596	MILEAGE	**
SNP820	2010	CRANE CARRIER	LET240	REARLOADER REFUSE TRUCK	33,051	MILEAGE	**
SNP821	2010	CRANE CARRIER	LET240	REARLOADER REFUSE TRUCK	157,208	MILEAGE	**
SNP823	2010	CRANE CARRIER	LET240	REARLOADER REFUSE TRUCK	29,512	MILEAGE	**
SNP829	2010	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	16,726	MILEAGE	**
SNP830	2010	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	24,700	MILEAGE	**
SNP831	2011	MACK	LEU613	AUTOMATED REFUSE TRUCK	144,481	MILEAGE	**
SNP836	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	59,853	MILEAGE	**
SNP837	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	157,505	MILEAGE	**
SNP838	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	3,335	MILEAGE	**
SNP840	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	18,532	MILEAGE	**
SNP841	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	75,388	MILEAGE	**
SNP842	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	181,958	MILEAGE	**
SNP843	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	39,402	MILEAGE	**
SNP844	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	49,309	MILEAGE	**
SNP846	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	52,124	MILEAGE	**
SNP847	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	169,430	MILEAGE	**
SNP848	2012	CRANE CARRIER	LET240	REARLOADER REFUSE TRUCK	144,575	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
SNP850	2013	CRANE CARRIER	LET2-40	REARLOADER REFUSE TRUCK	124,080	MILEAGE	**
SNP856	2013	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	172,456	MILEAGE	**
SNP857	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	25,986	MILEAGE	**
SNP858	2013	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	53,140	MILEAGE	**
SNP861	2013	CRANE CARRIER	LET2-40	REARLOADER REFUSE TRUCK	142,182	MILEAGE	**
SNP870	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	135,038	MILEAGE	**
SNP871	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	47,454	MILEAGE	**
SNP872	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	24,374	MILEAGE	**
SNP873	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	771	MILEAGE	**
SNP874	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	149,130	MILEAGE	**
SNP875	2015	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	128,313	MILEAGE	**
SNU103	2011	FORD	F-150	PICKUP TRUCK	133,480	MILEAGE	**
SSP800	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	132,054	MILEAGE	**
SSS273	2004	FREIGHTLINER	FC80	VACUUM STREET SWEEPER TRUCK	92,766	MILEAGE	**
SSS274	2004	FREIGHTLINER	FC80	VACUUM STREET SWEEPER TRUCK	81,608	MILEAGE	**
SSS277	2005	STERLING	SC8000	VACUUM STREET SWEEPER TRUCK	72,943	MILEAGE	**
SSS700	2009	ISUZU	FTR	VACUUM STREET SWEEPER TRUCK	63,982	MILEAGE	**
SSU046	2008	FORD	F-150	PICKUP TRUCK	165,016	MILEAGE	**
SSU048	2009	FORD	F-150	PICKUP TRUCK	145,809	MILEAGE	**
SSU049	2010	FORD	F-250	UTILITY TRUCK	192,061	MILEAGE	**
TEA008	2009	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	78,945	MILEAGE	
TEB323	2011	FORD	E-350	VAN	260,914	MILEAGE	
TMA005	2006	TOYOTA	PRIUS HYBRID	SMALL SEDAN HYBRID	119,999	MILEAGE	
TOC905	2002	INGERSOL RAND	185 I	TRAILER MOUNTED COMPRESSOR	580	HOURL	**
TOJ499	2006	FORD	F-350 C/C	UTILITY TRUCK	141,022	MILEAGE	**
TOU043	2000	FORD	F-150	PICKUP TRUCK	102,757	MILEAGE	**
TPA027	2008	FORD	EXPLORER	MID SIZE SUV	80,898	MILEAGE	**
TPA058	2012	TOYOTA	YARIS	SMALL SEDAN	73,211	MILEAGE	
TPU102	2010	FORD	F-150	PICKUP TRUCK	96,480	MILEAGE	**
TSA058	2006	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	72,751	MILEAGE	**
TSA060	2008	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	99,735	MILEAGE	**
TSJ200	2014	FORD	F-250	UTILITY TRUCK	130,257	MILEAGE	**
TSJ417R	2006	CHEVROLET	K-2500 EXT	UTILITY TRUCK	191,521	MILEAGE	
UNKNOWN		HUDSON	UNKNOWN	FLAT BED TRAILER			** airport
WAB026N	2005	CHEVROLET	G-3500 (CHEV)	CARGO VAN	87,703	MILEAGE	**
WCA083	2014	FORD	ESCAPE	COMPACT SUV	94,346	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
WCU102	2012	FORD	F-150	PICKUP TRUCK	110,982	MILEAGE	**
WCU105	2011	FORD	F-150	PICKUP TRUCK	97,936	MILEAGE	**
WCU106	2011	FORD	F-150	PICKUP TRUCK	121,438	MILEAGE	**
WCU114	2012	FORD	F-150	PICKUP TRUCK	114,988	MILEAGE	**
WCU115	2012	FORD	F-150	PICKUP TRUCK	118,527	MILEAGE	**
WCU134	2014	FORD	F-150	PICKUP TRUCK	99,883	MILEAGE	**
WCU187	2014	FORD	F-150	PICKUP TRUCK	105,060	MILEAGE	**
WCU192	2014	FORD	F-150	PICKUP TRUCK	111,190	MILEAGE	**
WCU324	2012	FORD	F-150	PICKUP TRUCK	105,784	MILEAGE	**
WDB801	2007	FORD	E-350	VAN	30,809	MILEAGE	** wreck
WDD905	2009	FORD	F-650	DUMP TRUCK	106,522	MILEAGE	
WDD909	2009	FORD	F-650	DUMP TRUCK	132,169	MILEAGE	
WDD911	2009	FORD	F-650	DUMP TRUCK	95,711	MILEAGE	**
WDD913	2009	FORD	F-650	DUMP TRUCK	95,341	MILEAGE	**
WDD914	2009	FORD	F-650	DUMP TRUCK	101,410	MILEAGE	**
WDH901	2012	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	5,796	HOUR	**
WDH902	2012	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	3,159	HOUR	**
WDH903	2012	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	4,552	HOUR	**
WDH904	2012	HYUNDAI	R80CR-9A	TRACKED EXCAVATOR	4,597	HOUR	**
WDH907	2014	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	3,730	HOUR	**
WDH908	2014	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	4,932	HOUR	**
WDH909	2014	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	3,257	HOUR	**
WDH912	2015	HYUNDAI	R80CR-9A	TRACKED EXCAVATOR	5,040	HOUR	**
WDU104	2014	FORD	F-150 EXT	PICKUP TRUCK	135,148	MILEAGE	**
WDU599	2009	FORD	F-150 EXT	PICKUP TRUCK	162,226	MILEAGE	
WDU604	2009	FORD	F-250	PICKUP TRUCK	98,001	MILEAGE	
WDY010	2002	HUDSON	HSE18	FLAT BED TRAILER			
WDY502	2005	HUDSON	HTD18D	FLAT BED TRAILER			
WDY641	2006	HUDSON	HTD18D	FLAT BED TRAILER			**
WDY644	2006	HUDSON	HTD18D	FLAT BED TRAILER			
WDY850	2008	KRAFTSMAN	HP	FLAT BED TRAILER			
WEU101	2011	FORD	F-150 EXT	PICKUP TRUCK	98,145	MILEAGE	**
WEU105	2012	FORD	F-150 EXT	PICKUP TRUCK	98,414	MILEAGE	**
WEU106	2012	FORD	F-150 EXT	PICKUP TRUCK	148,106	MILEAGE	**
WEU157	2009	FORD	F-150 EXT	PICKUP TRUCK	187,187	MILEAGE	
WEU435	2008	FORD	RANGER	PICKUP TRUCK	131,539	MILEAGE	

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
WFU102	2012	FORD	F-150	PICKUP TRUCK	107,552	MILEAGE	**
WFU112	2011	FORD	F-150	PICKUP TRUCK	120,225	MILEAGE	**
WSD701	2007	FORD	F-650	DUMP TRUCK	114,017	MILEAGE	
WSD800	2012	INTERNATIONAL	7600 SBA	DUMP TRUCK	94,308	MILEAGE	**
WSE992	2008	HYUNDAI	160LC-7A	TRACKED EXCAVATOR	2,311	MILEAGE	**
WSJ502	2010	FORD	F-550	UTILITY TRUCK	155,988	MILEAGE	**
WSJ872	2000	CHEVROLET	K-3500 C/C	UTILITY TRUCK	163,082	MILEAGE	
WSJ882	2008	INTERNATIONAL	7400	SEWER JETTER TRUCK	52,403	MILEAGE	
WSJ895	2009	FREIGHTLINER	M2112	COMBINATION SEWER TRUCK	76,250	MILEAGE	
WSU104	2014	FORD	F-150	PICKUP TRUCK	55,368	MILEAGE	wreck
WSV237	2001	U.S. JETTING	4014/300	TRAILER MOUNTED SEWER JETTER	949	HOUR	**
WSV822	2009	JETWAY	JAJ-600R	TRACKED REEL EXTENSION	326	HOUR	**
WSV840	2008	HARBEN	JETTING	TRAILER MOUNTED SEWER JETTER	1,911	HOUR	**
WSV841	2008	HARBEN	JETTING	TRAILER MOUNTED SEWER JETTER	747	HOUR	**
WSV976	2008	HARBEN	SEWER TRL	TRAILER MOUNTED SEWER JETTER	597	HOUR	**
WSY886	2002	HUDSON	HSE16	FLAT BED TRAILER			
WSZ165	2005	STANLEY	GT18	SKID MOUNTED GENERATOR	74	HOUR	**
WSZ187	2017	KUBOTA	RTV-X1100	UTILITY CART	2,308	HOUR	**
WSZ831	2008	MAGNUM	MTP6000	TRAILER MOUNTED TRASH PUMP	26	HOUR	**
WWA012	2000	CHEVROLET	BLAZER	MID SIZE SUV	97,667	MILEAGE	**
WWD401N	1998	INTERNATIONAL	4700	DUMP TRUCK	21,725	MILEAGE	
WWH595	1998	JOHN DEERE	310E	WHEELED LOADER/BACKHOE	3,108	HOUR	**
WWJ212	2003	CHEVROLET	C-2500	UTILITY TRUCK	41,114	MILEAGE	**
WWJ304	2002	CHEVROLET	C-2500	UTILITY TRUCK	45,139	MILEAGE	**
WWJ305	2004	CHEVROLET	C-2500	UTILITY TRUCK	39,710	MILEAGE	**
WWJ306	2005	CHEVROLET	C-2500	UTILITY TRUCK	35,996	MILEAGE	**
WWJ307	2005	FORD	F-450	UTILITY TRUCK	52,092	MILEAGE	**
WWL663	1996	VOLVO	L120	WHEELED ARTICULATED LOADER	5,900	HOUR	**
WWT505	1994	FORD	555E (FORD)	UTILITY TRACTOR	3,153	HOUR	**
WWT506	1994	FORD	5610	UTILITY TRACTOR	2,757	HOUR	**
WWU049	2003	FORD	F-150	PICKUP TRUCK	147,593	MILEAGE	**
WWU061	2006	FORD	F-150	PICKUP TRUCK	79,625	MILEAGE	wreck
WWU117	2011	FORD	F-150	PICKUP TRUCK	160,052	MILEAGE	**
WWZ125	2007	GENIE	GTH6622	SCISSORS MANLIFT	1,756	HOUR	**

Footnotes"

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
Various other small tools and equipment.							
Some on the list (**) are "scheduled for decommission", but may not make the delivery deadline. Vehicles that do not make the delivery deadline will be included in the next rolling stock auction Exhibit – A listing for approval to dispose".							
This list of vehicles and equipment are no longer necessary for the conduct of City business due to age, mileage, repair, or accident.							
The vehicles/equipment on this list (excluding Airport and CATS) are provided by City Fleet Management. They manage when vehicles and equipment go to surplus for disposal.							

NORTH CAROLINA

MECKLENBURG COUNTY

**DELEGATION OF AUTHORITY
TO TRANSFER TITLES**

Rex E. Dye and/or Kay Elmore are hereby authorized to execute on behalf of City of Charlotte such documents as may be necessary to evidence the transfer of titles for the specific vehicles declared as surplus by the City Manager upon the sale of said vehicles at the date and time set forth below:

Date: May 15, 2021 at 9am

Location: 5550 Wilkinson Blvd, Charlotte, North Carolina 28208

This is the _____ day of _____, 2021.

Signature: _____

Title: _____

Virtual Rolling Stock Auction: 5/15/2021

The changes for the auction on 5/15/2021 - from a live on-site auction to a live on-line only auction (with no customers gathering on the property on auction day) includes:

- No live on-site auction on Saturday, 5/15/2021.
- No Rogers Auction Company staff on the property on auction day Saturday, 5/15/2021.
- On-line auction process will be performed at the Rogers Auction Company office.

The auction process - With a virtual auction only (no live on-site auction bidders):

- The virtual auction can be found at www.rogersauctiongroup.com.
- The auction will start at 9am on 5/15/2021 just as advertised (just like live on-site process).
- The bidding will be (on-line only) and each item will be auctioned in real time (live auction).
- Bidders will be bidding on-line against each other and the auctioneer will auction each item live.
- The winning bidder will pay Rogers Auction Company (electronic payment only).
- Bidders will have one week after auction to pick up their item (same as live on-site process).
- Rogers auction company will pay City via Automated Clearing House (ACH) payment (just like they do now for on-line items sold during our live on-site auctions).

The removal of surplus assets process:

- The pickup (removal of surplus asset) will start the Monday after the auction (5/17/2021) and run through Friday (5/21/2021).
- Pickup will be by appointment only. Auction company will schedule pickups with buyer and share out to ARD staff.
- Pickup scheduling and social distancing requirements will be communicated to bidders via website, during auction process, and during pickup process.
- Rogers staff will wear personal protective equipment where appropriate (gloves, masks).
- Rogers auction company will provide hand sanitizer for their staff.
- ARD staff will wear personal protective equipment where appropriate (gloves, masks).
- ARD will provide hand sanitizer for their staff.

The paperwork process:

- There will be no paperwork signing required. Rogers sends the bill of sale via email to the buyer once their item is paid. Buyer will show this when they pick up their item.
- ARD staff performs the title work (no signature required from the buyer) and we will either deliver the title/damage disclosure to the buyer (sitting in their car/truck) or we can mail the title/damage disclosure to the buyer if they have a 3rd party pick up their unit or units. No one will enter the building during this process.

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **IDLEWILD MONROE INTERSECTION PH II IMPROVEMENTS** Project; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **IDLEWILD MONROE INTERSECTION PH II IMPROVEMENTS** Project estimated to be **1,608 sq. ft. (0.037 ac.) Utility Easement, 761 sq. ft. (0.017 ac.) Retaining Wall Easement, 6,544 sq. ft. (0.15 ac.) Sidewalk Utility Easement, 4,757 sq. ft. (0.109 ac.) Temporary Construction Easement** and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No.189-013-11 said property currently owned **ALC Mosiac, Inc** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of April 2021, the reference having been made in Minute Book 152 and recorded in full in Resolution Book 51, Page(s) 484.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26th day of April 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC