

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS JANUARY 10, 2017 AGENDA

**NOTE:** Years of service awards will be presented to county employees beginning at 5 p.m. in the commission boardroom, with a reception to follow. The board meeting will begin at 6 p.m.

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
  - A. Presentation of the annual audit report – Jill Vang with Martin Starnes & Associates, CPAs
  - B. Presentation regarding home-use medical waste disposal – Solid Waste Director Chris Stahl
10. Old Business
  - A. SoNCVet Interlocal Agreement Amendment – Transit Director Kim Angel and the County Attorney
  - B. Waterline project on Pannell Lane – Chris Stahl
11. New Business
  - A. Sanders Road Resolution Request -- County Manager and Andy Russell, NCDOT District Engineer
  - B. Contract for scrap tire disposal – Chris Stahl

- C. Agreement for recreational opportunities with the Scaly Mountain Historical Society, Inc. – Finance Director
- D. Ratification of December 21, 2016 poll of the board regarding Owner Exemption Affidavit for Robert C. Carpenter Building renovations
- E. Ratification of December 28, 2016 poll of the board regarding revised pictometry contract

12. Consent Agenda – Attachment #12

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes of the December 13, 2016 regular meeting
- B. Budget Amendments #93-99
- C. Tax Releases

13. Appointments

14. Closed session (if necessary)

15. Recess until Friday, February 3, 2017 at 12 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC for the purpose of holding a 2017 budget kickoff meeting.

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Finance

**SUBJECT MATTER:** Presentation of the annual audit report

**COMMENTS/RECOMMENDATION:**

Jill Vang with Martin Starnes & Associates, CPAs, will be here to present the findings of the firm's audit for Fiscal Year 2015-16. Copies of the Comprehensive Annual Financial Report for the year ended June 30, 2016 as well as the compliance letters for that same period are available and can be picked up in the Finance Director's office prior to the meeting. Otherwise, copies will be at your seat on the dais the night of the meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9A

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Solid Waste

**SUBJECT MATTER:** PowerPoint Presentation- Home-use Medical Waste Disposal

**DEPARTMENT HEAD COMMENTS/RECOMMENDATION:**

The Solid Waste Director will deliver a short presentation on the proper management of home-use SHARPS disposal, discussing the current programs and regulations and will propose enhancements to the management of these wastes in Macon County. The focus of these enhancements is on public awareness with the goal of increased safety to staff and the general public.

**COUNTY MANAGER'S COMMENTS/RECOMMENDATION:**

Attachments  Yes  No

Agenda Item 9B

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Transit

**SUBJECT MATTER:** SoNCVet Interlocal Agreement Amendment

**COMMENTS/RECOMMENDATION:**

Attached please find copies of the following:

- Resolution Concerning Approval of the Entry and Execution of the Second Amendments to the Interlocal Agreement and Contract Concerning the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project.
- Second Amendments to Interlocal Agreement and Contract for the Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation Project.

The County Attorney prepared both documents and he and Transit Director Kim Angel can provide additional details at the meeting.

Attachments   2   Yes        No

Agenda Item 10A

**RESOLUTION CONCERNING APPROVAL OF THE ENTRY AND EXECUTION OF  
THE SECOND AMENDMENTS TO THE INTERLOCAL AGREEMENT AND  
CONTRACT CONCERNING THE SoNCVet: Southwestern NC One-Call One Click  
Center for Veterans Transportation project.**

THAT WHEREAS, Macon County, NC, Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., Jackson County, NC, Graham County, NC, and Mountain Projects, Inc., through their respective transportation agencies have indicated to one another that each desires to enter into the Second Amendments to the Interlocal Agreement and Contract concerning the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project; and

WHEREAS, the Second Amendments to the Interlocal Agreement and Contract concerning the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project has been prepared for execution by Macon County, NC, Clay County, NC, Cherokee County, The State of Franklin Health Council, Inc., Jackson County, NC, Graham County, NC, and Mountain Projects, Inc., and a copy of the same is attached hereto and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, the Macon County Commissioners desire to by this Resolution authorize the entry and execution of these Second Amendments to the Interlocal Agreement and Agreement concerning the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project, a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein.

NOW THEREFORE, upon motion of Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, and approved, be it hereby resolved  
that:

1. The Macon County Board of Commissioners do hereby specifically approve and authorize the entry and the execution of the Second Amendments to the Interlocal Agreement and Contract concerning the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project for Macon County, NC, Clay County, NC, Cherokee County, The State of Franklin Health Council, Inc., Jackson County, NC, Graham County, NC, and Mountain Projects, Inc., a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein; and
2. That the Macon County Board of Commissioners specifically authorize the Chairman of the Macon County Board of Commissioners and the Clerk to the Board to execute the Second Amendments to the Interlocal Agreement and Contract concerning the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project for Macon County, NC, Clay County, NC, Cherokee County, The State of Franklin Health Council, Inc., Jackson County, NC, Graham County, NC, and Mountain Projects, Inc., a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein and to

fill in any blanks left open on the same;

3. That this Resolution and the Attachment hereto shall be included in and spread upon the minutes of the Meeting at which this Resolution is approved.

Read and approved by vote of those members in attendance, and adopted, in this January 10, 2017, Regular Meeting of the Macon County Board of Commissioners.

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Chairman, Macon County Board of Commissioners

ATTEST:

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Clerk to Macon County Board of Commissioners

( County Seal )

SECOND AMENDMENTS TO INTERLOCAL AGREEMENT AND CONTRACT  
FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF  
SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project

BETWEEN

MACON COUNTY, NC

and

Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation, Jackson County, NC, Graham County, NC, and Mountain Projects, Inc., a North Carolina Non-Profit Corporation.

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These AMENDMENTS TO INTERLOCAL AGREEMENT and CONTRACT are entered into this  
\_\_\_\_ day of \_\_\_\_\_, 2017, by and between MACON COUNTY, NC, a North  
Carolina body politic (the "Procuring Agent" and "Lead Agency")

and Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., a  
North Carolina Non-Profit Corporation, and Jackson County, NC, Graham County, NC, and  
Mountain Projects, Inc. a North Carolina Non-Profit Corporation, (the "Principals")

**WITNESSETH:**

THAT WHEREAS, all parties hereto acknowledge that Macon County, NC, Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., did enter into an Interlocal Agreement and Contract for the Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project, on or about March 13, 2014, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

THAT WHEREAS, all parties hereto acknowledge that Macon County, NC, Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., and Jackson County, NC, did enter into Amendments to Interlocal Agreement and Contract for the Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project on or about July 18, 2014, a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, all parties hereto acknowledge that Macon County, NC, Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., and Jackson County, NC, now desire to amend said Interlocal Agreement as set forth in Exhibit A attached hereto and as amended by the Amendments thereto as set forth in Exhibit B attached hereto so as to include Graham County, NC, and Mountain Projects, Inc. a North Carolina Non-Profit Corporation, as principals and as parties under the same in accordance with the terms and conditions as hereinafter provided; and

WHEREAS, all parties hereto acknowledge that Graham County, NC, and Mountain Projects, Inc., a North Carolina Non-Profit Corporation, now desire for the parties to such Interlocal



Agreement as set forth in Exhibit A attached hereto and the Amendments thereto as set forth in Exhibit B attached hereto to amend the same so as to include Graham County, NC, and Mountain Projects, Inc., a North Carolina Non-Profit Corporation, as principals and parties under the same in accordance with the terms and conditions as hereinafter provided; and

WHEREAS, the transportation agencies of each of the parties hereto have been discussing the need to cooperate better with one another for the purpose of providing better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee Swain, Jackson, Graham and Haywood Counties to medical services and for other purposes; and

WHEREAS, the transportation agencies of each of the parties hereto have decided to work together to implement a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee, Swain, Jackson, Graham and Haywood Counties to medical services and for other purposes; and

WHEREAS, the transportation agencies of each of the parties hereto have decided upon trying to cooperatively procure, implement and operate a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee, Swain, Jackson, Graham and Haywood Counties to medical services and other purposes; and

WHEREAS, toward that end, the transportation agencies of each of the parties hereto acknowledge that Macon County, NC, applied for a Grant in order to aid and assist it in securing a Grant for the purposes of procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson in such project, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, Macon County, NC, has in fact been able to secure a Grant to aid and assist in the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson County in such project, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina had an anticipated total project cost of \$536,705.29 rather than the anticipated total project cost set forth in Interlocal Agreement referenced hereinabove in the sum of \$479,134.00; and

WHEREAS, under said Grant Agreement, Macon County, North Carolina, has secured through the North Carolina Department of Transportation, Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee

County, North Carolina and Swain County, North Carolina, ), and with the option to add Jackson County in such project, **not in excess of \$459,873.00**; and

WHEREAS, Graham County, NC, and Mountain Projects, Inc., have made their own arrangements for funding their respective procurement, implementation and operation needs in connection with the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina; and

WHEREAS, the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, will require the full cooperation and assistance of each party hereto and all parties hereto desire to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina and Haywood County, NC, as provided for herein; and

WHEREAS, in order to comply with said Grant Agreement and in order to begin the procurement process for said SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, Macon County has duly advertised for Requests for Proposals for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson County, Graham County, and Mountain Projects, Inc., in such project, and has entered into a contract with the vendor for the benefit of Macon County, Clay County, Cherokee County, The State of Franklin Health Council, Inc., and Jackson County for procurement; and

WHEREAS, at the time of duly advertising for Request for Proposals for SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation Project, Macon County did require the vendors submitting proposals to make all pricing given in response to the Request for Proposal available to Graham County, North Carolina, and Mountain Projects, Inc., as well, in case those entities desired to join the SoNCVet Southwestern NC One-Call One Click Center for Veterans Transportation Project; and

WHEREAS, Graham County, North Carolina, and Mountain Projects, Inc., desire to take advantage of the pricing secured from the vendor selected by Macon County, for their respective procurement, implementation and operation needs to participate in SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation Project, and each will pay their full cost for their respective procurement, implementation and operation needs for the same; and

WHEREAS, all parties hereto do desire to enter these Second Amendments to the Interlocal Agreement and Contract and Amendments thereto above-referenced, to signify their respective agreements to follow the Interlocal Agreement and Contract and Amendments thereto as referenced hereinabove and as amended hereby and to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County,

North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina in accordance with the terms and conditions provided for herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND CONDITIONS CONTAINED HEREINAFTER, THE PARTIES HERETO DO AGREE TO AMEND THE INTERLOCAL AGREEMENT AND CONTRACT FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF THE SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project, and the Amendments thereto copies of which are attached hereto as Exhibits A and B respectively and incorporated herein by reference AS FOLLOWS:

1. That Graham County, North Carolina, and Mountain Projects, Inc., are hereby made parties to and Principals in said Interlocal Agreement and Contract and Amendments thereto in accordance with the terms and conditions contained hereinafter.
2. **Section 1. Designation of Lead Agency.**, of said Interlocal Agreement and Contract and Amendments are amended and rewritten to read:

"The parties hereto hereby designate Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina. Macon County Transit and its Director shall lead the procurement, implementation and operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, NC. **However notwithstanding anything to the contrary contained herein**, Graham County, North Carolina, and Mountain Projects, Inc., shall be responsible for securing and satisfying all of their respective procurement, implementation and operation needs for their participation in SoNCVet Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina and Haywood County, North Carolina. In securing and satisfying all of their respective procurement, implementation and operation needs, Graham County, North Carolina, and Mountain Projects, Inc., may use and take advantage of the pricing secured from the vendor selected by Macon County, for their procurement, implementation and operation needs to participate in SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation Project, and each will pay their full cost for their respective procurement, implementation and operation needs for the same.

3. **Section 2. Purposes of Agreement.**, of said Interlocal Agreement and Amendments are amended and rewritten to read as follows:

"The purposes of this Agreement ("Agreement") are threefold as follows:

- (a). To allow the Procuring Agent to obtain proposals for demand response scheduling and routing software, tablets, web portal, interactive voice response telephone system as part of the One Call One Click initiative for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, in accordance with applicable Federal and State law, and to enable procurement of the same by the Procuring Agent for itself and the Principals as provided for herein. All parties hereto understand and agree that the Procuring Agent has now obtained such a proposal and contracted with the vendor for has entered into a contract with the vendor for the benefit of Macon County, Clay County, Cherokee County, The State of Franklin Health Council, Inc., and Jackson County for procurement. All parties hereto are satisfied with the same. **However notwithstanding anything to the contrary contained herein**, Graham County, North Carolina, and Mountain Projects, Inc., shall be responsible for securing and satisfying all of their respective procurement, implementation and operation needs for their participation in SoNCVet Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina and Haywood County, North Carolina. In securing and satisfying all of their respective procurement, implementation and operation needs, Graham County, North Carolina, and Mountain Projects, Inc., may use and take advantage of the pricing secured from the vendor selected by Macon County, for their procurement, implementation and operation needs to participate in SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation Project, and each will pay all of their full cost for their respective procurement, implementation and operation needs for the same.
- (b). For the Procuring Agent and the Principals to agree to cooperatively implement within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, in accordance with applicable Federal and State law, as provided for herein; and
- (c). For the Procuring Agent and the Principals to agree to cooperatively operate within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, in accordance with applicable Federal and State law, as provided for herein.

4. **Section 9. Implementation.**, of said Interlocal Agreement and Amendments are amended and rewritten to read as follows:

"Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, and through Macon Transit Agency and its Director shall lead the implementation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director as well as the vendor selected in connection with the implementation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference."

5. **Section 10. Operation.**, of said Interlocal Agreement and Amendments are amended and rewritten to read as follows:

"Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, and through Macon Transit Agency and its Director shall lead the operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference."

6. **Section 11. Miscellaneous.**, of said Interlocal Agreement and Amendments are amended and rewritten to read as follows:

"(a) Duration. This Agreement shall be *60-months* from the effective date as set forth in the Interlocal Agreement as set forth in Exhibit A attached hereto, unless terminated earlier by mutual agreement. The Agreement may be extended for such additional time as the parties all deem appropriate. The governing body of each party hereto has determined that this duration is reasonable by their approval and execution hereof. On such termination, obligations of either side that are still executory are hereby discharged, but any rights based on prior breach or performance survive.

(b) Amendment and Termination. This Agreement may be amended by mutual agreement of the parties. This Agreement is terminated at the end of its duration as provided for herein or as hereinafter modified or may be terminated in accordance with the Agreement of all of the parties hereto.

(c) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. Macon County has the responsibility under this Agreement to conduct a procurement as described in this Agreement and to enter into the procurement contract for the benefit of the Procuring Agent and the Principals, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent on behalf of the Principals, and on its own behalf and the Procuring Agent may also purchase Goods and Services for itself from the same procurement contract. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the procuring Agent solicits proposals and enters into procurement contract on behalf of the Principals, will be successful or effective. The Principals shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Principals shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods and Services. The PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPALS ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) with respect to any of the Goods and Services. **However notwithstanding anything to the contrary contained herein**, Graham County, North Carolina, and Mountain Projects, Inc., shall be responsible for securing and satisfying their all of their respective procurement, implementation and operation needs for their participation in SoNCVet Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County North Carolina, Swain County, North Carolina, Jackson County, North Carolina, Graham County, North Carolina and Haywood County, North Carolina. In securing and satisfying all of their respective procurement, implementation and operation needs, Graham County, North Carolina, and Mountain Projects, Inc., may use and take advantage of the pricing secured from the vendor selected by Macon County, for their procurement, implementation and operation needs to participate in SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation Project, and each will pay their full cost for their respective procurement, implementation and operation needs for the same. The parties hereto agree to procure, implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North

Carolina, Jackson County, North Carolina, Graham County, North Carolina, and Haywood County, North Carolina, as provided for hereinabove.

(f) Method of Financing the Undertaking, Including the Apportionment of Costs and Revenues. The procurement of the Goods and Services for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation will be financed as follows:

Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, not in excess of \$459,873.00 from the Grant Agreement above-referenced;

Macon County shall pay the sum of \$16,905.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. In addition, Macon County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Clay County shall pay the sum of \$ 16,905.00 unto Macon County, upon its execution of this Agreement as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Clay County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Cherokee County shall pay the sum of \$ 16,905.00 unto Macon County as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Cherokee County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation, shall pay the sum of \$15,452.00 unto Macon County as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, The State of Franklin Health Council, Inc., shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Jackson County shall pay the sum of \$16,178.00 unto Macon County as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Jackson County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Graham County, North Carolina, and Mountain Projects, Inc., shall be responsible for securing and satisfying all of their respective procurement, implementation and operation needs for their participation in SoNCVet Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County North Carolina, Swain County, North Carolina,

Jackson County, North Carolina, Graham County, North Carolina and Haywood County, North Carolina.

Each party hereto shall pay for all its employees which are required to implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

Each party hereto shall be entitled to the fares that it charges for the rides that it provides through the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

(g) Each party hereto shall at its sole expense during the term of this Agreement maintain, repair and if necessary replace such equipment placed into service in its home County for use in connection with this project. Each party hereto shall be responsible for payment of all maintenance and service fees, hosting fees and data charges incurred within their County for years 2-5.

(h) Each party hereto shall ratify this Agreement by resolution of the its Governing Board and spread the same upon its minutes."

7. That the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina will have an anticipated total project cost of \$536,705.29 together with the anticipated procurement, implementation and operation costs to Graham County, North Carolina, in the amount of \$111,520.71, and the anticipated procurement, implementation and operation costs to Mountain Projects, Inc., in the amount of \$112,990.14.
8. The following provisions of the Interlocal Agreement as set forth in Exhibit A attached hereto have no application to Graham County, North Carolina, and Mountain Projects, Inc.:
  - A. Section 3. Delegation of Authority.
  - B. Section 5. Procurement Procedures.
  - C. Section 6. Award of Contract.
  - D. Section 8. Procurement.

These Second Amendments to the Interlocal Agreement and Contract for the Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project, and Amendments thereto, copies of which is attached hereto as Exhibits A and B and incorporated herein by reference have been executed by the Principals and the Procuring Agent by and through duly authorized representatives.



Macon County

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST: \_\_\_\_\_  
\_\_\_\_\_ Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Macon County Finance Officer

Clay County, NC

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

\_\_\_\_\_  
Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Clay County Finance Officer

Cherokee County, NC

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

\_\_\_\_\_  
Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Cherokee County Finance Officer

The State of Franklin Health Council, Inc.  
A North Carolina Non-Profit Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Jackson County

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST: \_\_\_\_\_  
\_\_\_\_\_ Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jackson County Finance Officer

Graham County

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST: \_\_\_\_\_  
\_\_\_\_\_ Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Graham County Finance Officer

Mountain Projects, Inc.  
A North Carolina Non-Profit Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

" EXHIBIT A "

**INTERLOCAL AGREEMENT AND CONTRACT  
FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF  
SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project**

**BETWEEN**

**MACON COUNTY, NC**

**and**

**Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation**

\*\*\*\*\*  
This **INTERLOCAL AGREEMENT** and **CONTRACT** is entered into this 13<sup>th</sup> day of March, 2014, by and between **MACON COUNTY, NC**, a North Carolina body politic (the "Procuring Agent" and "Lead Agency")

and **Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation**, (the "Principals")

**WITNESSETH:**

**THAT WHEREAS**, the transportation agencies of each of the parties hereto have been discussing the need to cooperate better with one another for the purpose of providing better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee and Swain Counties to medical services and for other purposes; and

**WHEREAS**, the transportation agencies of each of the parties hereto have decided to work together to implement a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee and Swain Counties to medical services and for other purposes; and

**WHEREAS**, the transportation agencies of each of the parties hereto have decided upon trying to cooperatively procure, implement and operate a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee and Swain Counties to medical services and other purposes; and

**WHEREAS**, toward that end, the transportation agencies of each of the parties hereto have heretofore settled upon having Macon County, NC, apply for a Grant in order to aid and assist it in securing a Grant for the purposes of procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

**WHEREAS**, Macon County, NC, has been able to secure a Grant to aid and assist in the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One



Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0062( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, has an anticipated total project cost of \$479,134.00; and

WHEREAS, under said Grant Agreement, Macon County, North Carolina, has secured through the North Carolina Department of Transportation, Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, not in excess of \$489,873.00; and

WHEREAS, under said Grant Agreement, local share is anticipated in the amount of 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina; and

WHEREAS, the parties hereto contemplate sharing the obligation for such local share as provided for herein; and

WHEREAS, the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, will require the full cooperation and assistance of each party hereto and all parties hereto desire to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as provided for herein; and

WHEREAS, in order to comply with said Grant Agreement and in order to begin the procurement process for said SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, Macon County has duly advertised for Requests for Proposals for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and has secured a proposal from a vendor that it would recommend for this project on the condition that each party hereto executes this Interlocal Agreement and Contract, signifying its agreement to follow this Agreement and to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the terms and conditions provided for herein ; and

WHEREAS, all parties hereto do desire to enter this Interlocal Agreement and Contract, to signify their respective agreements to follow this Agreement and to fully cooperate and assist in

the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the terms and conditions provided for herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND CONDITIONS CONTAINED HEREINAFTER, THE PARTIES HERETO DO AGREE AS FOLLOWS:

**Section 1. Designation of Lead Agency.**

The parties hereto hereby designate Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, Macon County Transit and its Director shall lead the procurement, implementation and operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina.

**Section 2. Purposes of Agreement.** The purposes of this Agreement ("Agreement") are threefold as follows:

- (a). To allow the Procuring Agent to obtain proposals for demand response scheduling and routing software, tablets, web portal, interactive voice response telephone system as part of the One Call One Click Initiative for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina in accordance with applicable Federal and State law, and to enable procurement of the same by the Procuring Agent for itself and the Principals as provided for herein;
- (b). For the Procuring Agent and the Principals to agree to cooperatively implement within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with applicable Federal and State law, as provided for herein; and
- (c). For the Procuring Agent and the Principal to agree to cooperatively operate within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with applicable Federal and State law, as provided for herein.

**Section 3. Delegation of Authority.** The Principals hereby delegate unto the Procuring Agent the authority to conduct a Request for Proposal for the Principals and the Procuring Agent for the purchase, delivery and installation of demand response routing and scheduling software, including regional coordination, tablets, web access and interactive voice response telephone system (referred to hereafter as "Goods and Services") for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and do hereby ratify in full its efforts in that regard. The Principals do further delegate unto the Procuring Agent the authority to enter into procurement a contract for the purchase of the Goods and Services on behalf of the Procuring Agent and on behalf of the Principals for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference. This Agreement does not obligate the Procuring Agent or the Principals to purchase any of the Goods or Services.

**Section 4. Effective Date of Agreement.** This Agreement shall become effective on February \_\_\_\_\_, 2014.

**Section 5. Procurement Procedures.** This Procurement shall follow the requirements set forth in the North Carolina General Statutes 143-129.8 and in the Federal Transportation Authority (FTA) Circular 4220.1F. All Terms and Conditions set forth in the Request for Proposal document dated November 27, 2013, entitled "SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation - Macon County, Lead Agency", are hereby incorporated by reference. Macon County shall also comply with its Public Transportation Section 5309 Capital Program Grant Agreement with the North Carolina Department of Transportation, DOT Number: DOT-19, Project Number: 13-04-0052. All Principals shall cooperate with the Procuring Agent and agree to comply with all those requirements applicable to the Procuring Agent imposed by the Procuring Agency's Public Transportation Section 5309 Capital Program Grant Agreement with the North Carolina Department of Transportation, DOT Number: DOT-19, Project Number: 13-04-0052 and the FTA Master Agreement.

**Section 6. Award of Contract.** The proposals shall be reviewed by the Transit Director for Macon County Transit and the Transit Director will present a recommendation to the Macon County Commissioners for the award of the procurement contract for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, and Swain County, North Carolina. All parties hereto shall comply with the provisions of N.C. Gen. Stat. § 143-128.8 (d) which provides that such proposals shall not be subject to public inspection until a contract is awarded. The Macon County Board of Commissioners may consider, but is not bound by the recommendation. Macon County, within its sole discretion, will award any procurement contract. Once the procurement contract has been executed by the Procuring Agent for the benefit of the Procuring Agent and the Principals and the vendor, a copy of procurement contract shall be forwarded to the Principals.

**Section 7. Record Retention.** The Procuring Agent and the Principals agree to retain all documentation relating to the procurement for a period of not less than five years after the date of the last delivery pursuant to the procurement, except in the event of litigation or settlement of claims arising from the performance of the procurement contract(s), in which case the Procuring Agent and Principals agree to maintain same until all such litigation, appeals, claims or exception related thereto have been resolved.

**Section 8. Procurement.** Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and through Macon Transit Agency and its Director shall lead the procurement of the Goods and Services needed for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement of goods and services necessary for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference.

**Section 9. Implementation.** Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and through Macon Transit Agency and its Director shall lead the implementation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director as well as the vendor selected in connection with the implementation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference.

**Section 10. Operation.** Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and through Macon Transit Agency and its Director shall lead the operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties

hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference.

**Section 11. Miscellaneous.**

(a) Duration. This Agreement shall be 60-months unless terminated earlier by mutual agreement. The Agreement may be extended for such additional time as the parties all deem appropriate. The governing body of each party hereto has determined that this duration is reasonable by their approval and execution hereof. On such termination, obligations of either side that are still executory are hereby discharged, but any rights based on prior breach or performance survive.

(b) Amendment and Termination. This Agreement may be amended by mutual agreement of the parties. This Agreement is terminated at the end of its duration as provided for herein or as hereinafter modified or may be terminated in accordance with the Agreement of all of the parties hereto.

(c) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. Macon County has the responsibility under this Agreement to conduct a procurement as described in this Agreement and to enter into the procurement contract for the benefit of the Procuring Agent and the Principals, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent on behalf of the Principals, and on its own behalf and the Procuring Agent may also purchase Goods and Services for itself from the same procurement contract. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the procuring Agent solicits proposals and enters into procurement contract on behalf of the Principals, will be successful or effective. The Principals shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Principals shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods and Services. **THE PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPALS ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE)** with respect to any of the Goods and Services. The parties hereto agree to procure, implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as provided for hereinabove.

(f) Method of Financing the Undertaking, Including the Apportionment of Costs and Revenues. The procurement of the Goods and Services for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation will be financed as follows:

Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, not in excess of \$469,873.00 from the Grant Agreement above-referenced;

Macon County shall pay the sum of \$18,110.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. In addition, Macon County shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

Clay County shall pay the sum of \$18,110.00 unto Macon County, upon its execution of this Agreement as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Clay County shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

Cherokee County shall pay the sum of \$18,110.00 unto Macon County as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Cherokee County shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation, shall pay the sum of \$16,500.00 unto Macon County as it share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, The State of Franklin Health Council, Inc., shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

Each party hereto shall pay for all its employees which are required to implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

Each party hereto shall be entitled to the fares that it charges for the rides that it provides through the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

(g) Each party hereto shall at its sole expense during the term of this Agreement maintain, repair and if necessary replace such equipment placed into service in its home County for use in connection with this project. Each party hereto shall be responsible for payment of all maintenance and service fees, hosting fees and data charges incurred within their County for years 2-5.

(h) Each party hereto shall ratify this Agreement by resolution of the Its Governing Board and spread the same upon its minutes.

**Section 12 Governing Law and Forum.** This Agreement shall be construed and interpreted in accordance with the laws of North Carolina. The exclusive forum for all actions arising out of this Agreement, that are between the parties to this Agreement, shall be the North Carolina General Court of Justice, in North Carolina.

**Section 13. Macon County Policy.** Macon County is committed to ensuring that no person is excluded from participating in or denied the benefits of any of the county's services on the basis of race, color, national origin, sex, age, disability or socioeconomic status as protected by Title VI of the Civil Rights Act of 1964 and the Executive Order on Environmental Justice. Anyone believing to have been subjected to discrimination under Title VI by the county, its employees or agents, are entitled to file a complaint.

This Agreement has been executed by the Principals and the Procuring Agent by and through duly authorized representatives.

Macon County

By:

[Signature]  
Board Chair

Name and Title

ATTEST:

[Signature]  
Clerk

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 1<sup>st</sup> day of April, 2014.

[Signature]  
Macon County Finance Officer



Clay County, NC

By: Steph O'De  
Ch. C. Comm Chairman  
Name and Title

ATTEST: Paul Leel  
PAUL LEELE Clerk

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 20 day of February, 2014.

Vicci Hoagid  
Clay County Finance Officer

The State of Franklin Health Council, Inc.  
A North Carolina Non-Profit Corporation

By: Beth M. Seay  
Beth M. Seay, Executive Director  
Name and Title

" EXHIBIT B "

AMENDMENTS TO INTERLOCAL AGREEMENT AND CONTRACT  
FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF  
SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project

BETWEEN

MACON COUNTY, NC

and

Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation and Jackson County, NC.

\*\*\*\*\*

These AMENDMENTS TO INTERLOCAL AGREEMENT and CONTRACT are entered into this

8<sup>th</sup> day of July, 2014, by and between MACON COUNTY, NC, a North

Carolina body politic (the "Procuring Agent" and "Lead Agency")

and Clay County, NC, Cherokee County, NC, The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation, and Jackson County, NC, (the "Principals")

**WITNESSETH:**

THAT WHEREAS, all parties hereto acknowledge that Macon County, NC, Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., did enter into an Interlocal Agreement and Contract for the Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project, on or about March 13, 2014, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, all parties hereto acknowledge that Macon County, NC, Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., now desire to amend said Interlocal Agreement so as to include Jackson County as a principal and a party under the same as hereinafter provided; and

WHEREAS, all parties hereto acknowledge that Jackson County, NC, now desires for the parties to such Interlocal Agreement to amend the same so as to include Jackson County as a principal and party under the same as hereinafter provided; and

WHEREAS, the transportation agencies of each of the parties hereto have been discussing the need to cooperate better with one another for the purpose of providing better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee Swain and Jackson Counties to medical services and for other purposes; and

WHEREAS, the transportation agencies of each of the parties hereto have decided to work together to implement a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee, Swain and Jackson Counties to medical services and for other purposes; and

WHEREAS, the transportation agencies of each of the parties hereto have decided upon trying to cooperatively procure, implement and operate a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee, Swain and Jackson Counties to medical services and other purposes; and

WHEREAS, toward that end, the transportation agencies of each of the parties hereto acknowledge that Macon County, NC, has applied for a Grant in order to aid and assist it in securing a Grant for the purposes of procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson County in such project, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, Macon County, NC, has been able to secure a Grant to aid and assist in the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson County in such project, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina will have an anticipated total project cost of \$536,705.29 rather than the anticipated total project cost set forth in Interlocal Agreement referenced hereinabove in the sum of \$479,134.00; and

WHEREAS, under said Grant Agreement, Macon County, North Carolina, has secured through the North Carolina Department of Transportation, Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, ), and with the option to add Jackson County in such project, **not in excess of \$459,873.00;** and

WHEREAS, under said Grant Agreement, local share is anticipated in the amount of 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina; and

WHEREAS, the parties hereto contemplate sharing the obligation for such local share as provided for herein; and

WHEREAS, the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, will require the full cooperation and assistance of each party hereto and all parties hereto desire

to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, as provided for herein; and

WHEREAS, In order to comply with said Grant Agreement and in order to begin the procurement process for said SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, Macon County has duly advertised for Requests for Proposals for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson County in such project, and has entered into a contract with the vendor and all parties hereto are satisfied with the same;; and

WHEREAS, all parties hereto do desire to enter these Amendments to the Interlocal Agreement and Contract above-referenced, to signify their respective agreements to follow this the Interlocal Agreement and Contract as referenced hereinabove and as amended hereby and to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, in accordance with the terms and conditions provided for herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND CONDITIONS CONTAINED HEREINAFTER, THE PARTIES HERETO DO AGREE TO AMEND THE INTERLOCAL AGREEMENT AND CONTRACT FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF THE SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project, on or about March 13, 2014, a copy of which is attached hereto and incorporated herein by reference AS FOLLOWS:

1. That Jackson County, North Carolina, is hereby made a party to and a Principal in said Interlocal Agreement and Contract.
2. **Section 1. Designation of Lead Agency.**, of said Interlocal Agreement and Contract is amended and rewritten to read:

"The parties hereto hereby designate Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina and Jackson County, North Carolina. Macon County Transit and its Director shall lead the procurement, implementation and operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina."

3. **Section 2. Purposes of Agreement.**, of said Interlocal Agreement is amended and rewritten to read as follows:

"The purposes of this Agreement ("Agreement") are threefold as follows:

- (a). To allow the Procuring Agent to obtain proposals for demand response scheduling and routing software, tablets, web portal, interactive voice response telephone system as part of the One Call One Click initiative for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, in accordance with applicable Federal and State law, and to enable procurement of the same by the Procuring Agent for itself and the Principals as provided for herein. All parties hereto understand and agree that the Procuring Agent has now obtained such a proposal and contracted with the vendor for the same and with the option to add Jackson County in such project. All parties hereto are satisfied with the same;
- (b). For the Procuring Agent and the Principals to agree to cooperatively implement within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, in accordance with applicable Federal and State law, as provided for herein; and
- (c). For the Procuring Agent and the Principals to agree to cooperatively operate within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, in accordance with applicable Federal and State law, as provided for herein."

4. **Section 3. Delegation of Authority.**, of said Interlocal Agreement is amended and rewritten to read as follows:

"The Principals hereby delegate unto the Procuring Agent the authority to conduct a Request for Proposal for the Principals and the Procuring Agent for the purchase, delivery and installation of demand response routing and scheduling software, including regional coordination, tablets, web access and interactive voice response telephone system (referred to hereafter as "Goods and Services") for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and with the option to add Jackson County in such project, and in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-

19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and do hereby ratify in full its efforts in that regard. The Principals do further delegate unto the Procuring Agent the authority to enter into procurement a contract for the purchase of the Goods and Services on behalf of the Procuring Agent and on behalf of the Principals for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference. This Agreement does not obligate the Procuring Agent or the Principals to purchase any of the Goods or Services. All parties hereto understand and agree that the Procuring Agent has now obtained such a proposal and contracted with the vendor for the same and with the option to add Jackson County in such project. All parties hereto are satisfied with the ame"

5. **Section 6. Award of Contract**., of said Interlocal Agreement is amended and rewritten to read as follows:

"The proposals shall be reviewed by the Transit Director for Macon County Transit and the Transit Director will present a recommendation to the Macon County Commissioners for the award of the procurement contract for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, and Swain County, North Carolina. All parties hereto shall comply with the provisions of N.C. Gen. Stat. § 143-128.8 (d) which provides that such proposals shall not be subject to public inspection until a contract is awarded. The Macon County Board of Commissioners may consider, but is not bound by the recommendation. Macon County, within its sole discretion, will award any procurement contract. Once the procurement contract has been executed by the Procuring Agent for the benefit of the Procuring Agent and the Principals and the vendor, a copy of procurement contract shall be forwarded to the Principals. All parties hereto understand and agree that the Procuring Agent has now obtained such a proposal and contracted with the vendor for the same and with the option to add Jackson County in such project. All parties hereto are satisfied with the same"

6. **Section 8. Procurement**., of said Interlocal Agreement is .amended and rewritten to read as follows:

"Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, and through Macon Transit Agency and its Director shall lead the procurement of the Goods and Services needed for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina. All other parties hereto and their Transit Agencies and Transit Directors agree

to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement of goods and services necessary for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal") a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference."

7. **Section 9. Implementation.**, of said Interlocal Agreement is amended and rewritten to read as follows:

"Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, and through Macon Transit Agency and its Director shall lead the implementation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director as well as the vendor selected in connection with the implementation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement") a copy of which is on file with Macon County Transit and is incorporated herein by reference."

8. **Section 10. Operation.**, of said Interlocal Agreement is amended and rewritten to read as follows:

"Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, and through Macon Transit Agency and its Director shall lead the operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North



Carolina, Swain County, North Carolina, and Jackson County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference."

9. **Section 11. Miscellaneous.**, of said Interlocal Agreement is amended and rewritten to read as follows:

"(a) Duration. This Agreement shall be 60-months unless terminated earlier by mutual agreement. The Agreement may be extended for such additional time as the parties all deem appropriate. The governing body of each party hereto has determined that this duration is reasonable by their approval and execution hereof. On such termination, obligations of either side that are still executory are hereby discharged, but any rights based on prior breach or performance survive.

(b) Amendment and Termination. This Agreement may be amended by mutual agreement of the parties. This Agreement is terminated at the end of its duration as provided for herein or as hereinafter modified or may be terminated in accordance with the Agreement of all of the parties hereto.

(c) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. Macon County has the responsibility under this Agreement to conduct a procurement as described in this Agreement and to enter into the procurement contract for the benefit of the Procuring Agent and the Principals, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent on behalf of the Principals, and on its own behalf and the Procuring Agent may also purchase Goods and Services for itself from the same procurement contract. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the procuring Agent solicits proposals and enters into procurement contract on behalf of the Principals, will be successful or effective. The Principals shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Principals shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods and Services. The PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPALS ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) with respect to any of the Goods and Services. The parties hereto agree to procure, implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina, as provided for hereinabove.

(f) Method of Financing the Undertaking, Including the Apportionment of Costs and Revenues. The procurement of the Goods and Services for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation will be financed as follows:

Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, not in excess of \$459,873.00 from the Grant Agreement above-referenced;

Macon County shall pay the sum of \$16,905.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. In addition, Macon County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Clay County shall pay the sum of \$ 16,905.00 unto Macon County, upon its execution of this Agreement as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Clay County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Cherokee County shall pay the sum of \$ 16,905.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Cherokee County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation, shall pay the sum of \$15,452.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, The State of Franklin Health Council, Inc., shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Jackson County shall pay the sum of \$16,178.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Jackson County shall provide "in-kind" contributions to the project having a value of \$5,000.00, and such "in kind contributions must be approved by the FTA;

Each party hereto shall pay for all its employees which are required to implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

Each party hereto shall be entitled to the fares that it charges for the rides that it provides through the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

(g) Each party hereto shall at its sole expense during the term of this Agreement maintain, repair and if necessary replace such equipment placed into service in its home County for use in connection with this project. Each party hereto shall be responsible for

payment of all maintenance and service fees, hosting fees and data charges incurred within their County for years 2-5.

(h) Each party hereto shall ratify this Agreement by resolution of the its Governing Board and spread the same upon its minutes."

10. That the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, Swain County, North Carolina, and Jackson County, North Carolina will have an anticipated total project cost of \$536,705.29 rather than the anticipated total project cost set forth in Interlocal Agreement referenced hereinabove in the sum of \$479,134.00.

These Amendments to the Interlocal Agreement and Contract for the Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project, on or about March 13, 2014, a copy of which is attached hereto and incorporated herein by reference have been executed by the Principals and the Procuring Agent by and through duly authorized representatives.

Macon County

By: *H. Kevin Corbin*  
Name and Title H. Kevin Corbin, Chairman of Board

ATTEST: *[Signature]*  
Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 8<sup>th</sup> day of July, 2014.

*[Signature]*  
Macon County Finance Officer

Clay County, NC

By: Stephen Sellers  
Stephen Sellers, Chairman  
Name and Title

ATTEST: Paul Lee  
Paul Lee Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 3 day of July, 2014.

Vicci Hooper  
Clay County Finance Officer

Cherokee County, NC

By:

C.B. McInnon  
C.B. McInnon, Chairman

Name and Title

ATTEST

R. Scott Lindsay  
R. Scott Lindsay Clerk

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 18 day of August, 2014.

Pandy M. Roberts  
Cherokee County Finance Officer

The State of Franklin Health Council, Inc.  
A North Carolina Non-Profit Corporation

By: Bethie M. Stapp  
Executive Director  
Name and Title

Jackson County

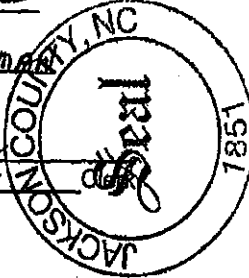
By:

W. J. Debnam

W. J. Debnam, Chairman  
Name and Title

ATTEST:

Patsy C. Paris  
Patsy C. Paris



PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 7<sup>th</sup> day of July, 2014.

D. L. [Signature]

Jackson County Finance Officer



**INTERLOCAL AGREEMENT AND CONTRACT  
FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF  
SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project**

**BETWEEN**

**MACON COUNTY, NC**

**and**

**Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation**

\*\*\*\*\*

This **INTERLOCAL AGREEMENT** and **CONTRACT** is entered into this 13<sup>th</sup> day of March, 2014, by and between **MACON COUNTY, NC**, a North Carolina body politic (the "Procuring Agent" and "Lead Agency")

and **Clay County, NC, Cherokee County, NC, and The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation**, (the "Principals")

**WITNESSETH:**

THAT WHEREAS, the transportation agencies of each of the parties hereto have been discussing the need to cooperate better with one another for the purpose of providing better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee and Swain Counties to medical services and for other purposes; and

WHEREAS, the transportation agencies of each of the parties hereto have decided to work together to implement a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee and Swain Counties to medical services and for other purposes; and

WHEREAS, the transportation agencies of each of the parties hereto have decided upon trying to cooperatively procure, implement and operate a system to provide better and more efficient public transportation services to the Veterans and their families within Macon, Clay, Cherokee and Swain Counties to medical services and other purposes; and

WHEREAS, toward that end, the transportation agencies of each of the parties hereto have heretofore settled upon having Macon County, NC, apply for a Grant in order to aid and assist it in securing a Grant for the purposes of procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, Macon County, NC, has been able to secure a Grant to aid and assist in the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One

Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and the same is incorporated herein by reference; and

WHEREAS, the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, has an anticipated total project cost of \$479,134.00; and

WHEREAS, under said Grant Agreement, Macon County, North Carolina, has secured through the North Carolina Department of Transportation, Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, not in excess of \$469,873.00; and

WHEREAS, under said Grant Agreement, local share is anticipated in the amount of 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County; North Carolina; and

WHEREAS, the parties hereto contemplate sharing the obligation for such local share as provided for herein; and

WHEREAS, the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, will require the full cooperation and assistance of each party hereto and all parties hereto desire to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as provided for herein; and

WHEREAS, in order to comply with said Grant Agreement and in order to begin the procurement process for said SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, Macon County has duly advertised for Requests for Proposals for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and has secured a proposal from a vendor that it would recommend for this project on the condition that each party hereto executes this Interlocal Agreement and Contract, signifying its agreement to follow this Agreement and to fully cooperate and assist in the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the terms and conditions provided for herein ; and

WHEREAS, all parties hereto do desire to enter this Interlocal Agreement and Contract, to signify their respective agreements to follow this Agreement and to fully cooperate and assist in

the effective and efficient procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the terms and conditions provided for herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND CONDITIONS CONTAINED HEREINAFTER, THE PARTIES HERETO DO AGREE AS FOLLOWS:

**Section 1. Designation of Lead Agency.**

The parties hereto hereby designate Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, Macon County Transit and its Director shall lead the procurement, implementation and operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement, implementation and operation of the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina.

**Section 2. Purposes of Agreement.** The purposes of this Agreement ("Agreement") are threefold as follows:

- (a). To allow the Procuring Agent to obtain proposals for demand response scheduling and routing software, tablets, web portal, interactive voice response telephone system as part of the One Call One Click initiative for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina in accordance with applicable Federal and State law, and to enable procurement of the same by the Procuring Agent for itself and the Principals as provided for herein;
- (b). For the Procuring Agent and the Principals to agree to cooperatively implement within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with applicable Federal and State law, as provided for herein; and
- (c). For the Procuring Agent and the Principal to agree to cooperatively operate within Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with applicable Federal and State law, as provided for herein.

**Section 3. Delegation of Authority.** The Principals hereby delegate unto the Procuring Agent the authority to conduct a Request for Proposal for the Principals and the Procuring Agent for the purchase, delivery and installation of demand response routing and scheduling software, including regional coordination, tablets, web access and interactive voice response telephone system (referred to hereafter as "Goods and Services") for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and do hereby ratify in full its efforts in that regard. The Principals do further delegate unto the Procuring Agent the authority to enter into procurement a contract for the purchase of the Goods and Services on behalf of the Procuring Agent and on behalf of the Principals for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, in accordance with the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference. This Agreement does not obligate the Procuring Agent or the Principals to purchase any of the Goods or Services.

**Section 4. Effective Date of Agreement.** This Agreement shall become effective on February \_\_\_\_\_, 2014.

**Section 5. Procurement Procedures.** This Procurement shall follow the requirements set forth in the North Carolina General Statutes 143-129.8 and in the Federal Transportation Authority (FTA) Circular 4220.1F. All Terms and Conditions set forth in the Request for Proposal document dated November 27, 2013, entitled "SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation - Macon County, Lead Agency", are hereby incorporated by reference. Macon County shall also comply with its Public Transportation Section 5309 Capital Program Grant Agreement with the North Carolina Department of Transportation, DOT Number: DOT-19, Project Number: 13-04-0052. All Principals shall cooperate with the Procuring Agent and agree to comply with all those requirements applicable to the Procuring Agent imposed by the Procuring Agency's Public Transportation Section 5309 Capital Program Grant Agreement with the North Carolina Department of Transportation, DOT Number: DOT-19, Project Number: 13-04-0052 and the FTA Master Agreement.

**Section 6. Award of Contract.** The proposals shall be reviewed by the Transit Director for Macon County Transit and the Transit Director will present a recommendation to the Macon County Commissioners for the award of the procurement contract for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina, and Swain County, North Carolina. All parties hereto shall comply with the provisions of N.C. Gen. Stat. § 143-128.8 (d) which provides that such proposals shall not be subject to public inspection until a contract is awarded. The Macon County Board of Commissioners may consider, but is not bound by the recommendation. Macon County, within its sole discretion, will award any procurement contract. Once the procurement contract has been executed by the Procuring Agent for the benefit of the Procuring Agent and the Principals and the vendor, a copy of procurement contract shall be forwarded to the Principals.

**Section 7. Record Retention.** The Procuring Agent and the Principals agree to retain all documentation relating to the procurement for a period of not less than five years after the date of the last delivery pursuant to the procurement, except in the event of litigation or settlement of claims arising from the performance of the procurement contract(s), in which case the Procuring Agent and Principals agree to maintain same until all such litigation, appeals, claims or exception related thereto have been resolved.

**Section 8. Procurement.** Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and through Macon Transit Agency and its Director shall lead the procurement of the Goods and Services needed for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the procurement of goods and services necessary for the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference.

**Section 9. Implementation.** Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and through Macon Transit Agency and its Director shall lead the implementation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director as well as the vendor selected in connection with the implementation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference.

**Section 10. Operation.** Macon County as the Lead Agency for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, and through Macon Transit Agency and its Director shall lead the operation thereof in cooperation with the Transit Directors of the Transit Agencies of the other parties

hereto. All other parties hereto and their Transit Agencies and Transit Directors agree to and shall work cooperatively with Macon County Transit as the Lead Agency and its Director in connection with the operation of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as proposed in the Grant Proposal prepared by Kim Angel, Transit Director for Macon County Transit, dated April 19, 2012, ( hereinafter referred to as the "Grant Proposal" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference, and in accordance with the terms of the Public Transportation Section 5309 Capital Grant Agreement between the State of North Carolina and Macon County, DOT Number: DOT-19, and Project Number: 13-04-0052( hereinafter referred to as the "Grant Agreement" ) a copy of which is on file with Macon County Transit and is incorporated herein by reference.

**Section 11. Miscellaneous.**

(a) Duration. This Agreement shall be *60-months* unless terminated earlier by mutual agreement. The Agreement may be extended for such additional time as the parties all deem appropriate. The governing body of each party hereto has determined that this duration is reasonable by their approval and execution hereof. On such termination, obligations of either side that are still executory are hereby discharged, but any rights based on prior breach or performance survive.

(b) Amendment and Termination. This Agreement may be amended by mutual agreement of the parties. This Agreement is terminated at the end of its duration as provided for herein or as hereinafter modified or may be terminated in accordance with the Agreement of all of the parties hereto.

(c) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. Macon County has the responsibility under this Agreement to conduct a procurement as described in this Agreement and to enter into the procurement contract for the benefit of the Procuring Agent and the Principals, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent on behalf of the Principals, and on its own behalf and the Procuring Agent may also purchase Goods and Services for itself from the same procurement contract. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the procuring Agent solicits proposals and enters into procurement contract on behalf of the Principals, will be successful or effective. The Principals shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Principals shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods and Services. The PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPALS ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) with respect to any of the Goods and Services. The parties hereto agree to procure, implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Clay County, North Carolina, Cherokee County, North Carolina and Swain County, North Carolina, as provided for hereinabove.

(f) Method of Financing the Undertaking, Including the Apportionment of Costs and Revenues. The procurement of the Goods and Services for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation will be financed as follows:

Federal Funds in the amount of 80% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation, not in excess of \$459,873.00 from the Grant Agreement above-referenced;

Macon County shall pay the sum of \$18,110.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. In addition, Macon County shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

Clay County shall pay the sum of \$18,110.00 unto Macon County, upon its execution of this Agreement as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Clay County shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

Cherokee County shall pay the sum of \$18,110.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, Cherokee County shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

The State of Franklin Health Council, Inc., a North Carolina Non-Profit Corporation, shall pay the sum of \$16,500.00 unto Macon County as its share of the local share for the remaining 20% of the actual net cost of the SoNCVet: Southwestern NC One-Call One Click Center for Veterans Transportation. The same shall be held by Macon County and used by it solely for this project. In addition, The State of Franklin Health Council, Inc., shall provide "in-kind" contributions to the project having a value of \$6,250.00, and such "in kind contributions must be approved by the FTA;

Each party hereto shall pay for all its employees which are required to implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

Each party hereto shall be entitled to the fares that it charges for the rides that it provides through the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project cooperatively with the other parties hereto.

(g) Each party hereto shall at its sole expense during the term of this Agreement maintain, repair and if necessary replace such equipment placed into service in its home County for use in connection with this project. Each party hereto shall be responsible for payment of all maintenance and service fees, hosting fees and data charges incurred within their County for years 2-5.

(h) Each party hereto shall ratify this Agreement by resolution of the its Governing Board and spread the same upon its minutes.

**Section 12 Governing Law and Forum.** This Agreement shall be construed and interpreted in accordance with the laws of North Carolina. The exclusive forum for all actions arising out of this Agreement, that are between the parties to this Agreement, shall be the North Carolina General Court of Justice, in North Carolina.

**Section 13. Macon County Policy.** Macon County is committed to ensuring that no person is excluded from participating in or denied the benefits of any of the county's services on the basis of race, color, national origin, sex, age, disability or socioeconomic status as protected by Title VI of the Civil Rights Act of 1964 and the Executive Order on Environmental Justice. Anyone believing to have been subjected to discrimination under Title VI by the county, its employees or agents, are entitled to file a complaint.

This Agreement has been executed by the Principals and the Procuring Agent by and through duly authorized representatives.



Macon County

By: [Signature]

Board Chair

Name and Title

ATTEST: [Signature]

Clerk

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 1<sup>st</sup> day of April, 2014.

[Signature]

Macon County Finance Officer

Clay County, NC

By: [Signature]  
Ch. C. [Signature]  
Name and Title

ATTEST: [Signature]  
PAUL LEECH Clerk

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 20 day of February, 2014.

[Signature]  
Clay County Finance Officer

Cherokee County, NC

By:

*[Signature]*  
*Randy Wiggins, County Manager*  
Name and Title

ATTEST:

*[Signature]*  
*Maria Hass, Asst. Clerk*

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the 5<sup>th</sup> day of March, 2014.

*[Signature]*  
Cherokee County Finance Officer

The State of Franklin Health Council, Inc.  
A North Carolina Non-Profit Corporation

By: Beth M. Seay  
Beth M. Seay, Executive Director  
Name and Title

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Solid Waste

**SUBJECT MATTER:** Waterline Project on Pannell Lane

### **DEPARTMENT HEAD COMMENTS/RECOMMENDATION:**

As an ancillary project associated with the construction of the new landfill phase (Phase III), the Solid Waste Department previously discussed with the Board of Commissioners the replacement of an existing waterline along Pannell Lane. With general agreement of the project, funds were secured to complete this project as part of the debt service package on the new phase. The purpose of this project is to upsize the line from 4-inches to 6-inches to accommodate the installation of hydrants for fire protection for the new landfill. Additionally, during installation of the new line, it was proposed that the County seek to reach an agreement with the property owners along Pannell Lane for the County to provide owners with a free connection to the Town of Franklin's public water supply; and, certified abandonment of their drinking water wells. While every protective measure has gone into the design and construction of the new landfill, these wells are the closest in vicinity to the new and future cells in Phase III. Further, these properties directly abut the County's previous public water connection program relative to the Old Franklin Landfill. Therefore, if it is the pleasure of the Board, I would request that authorization to proceed with this project, installing +/- 1000-feet of 6-inch waterline along Pannell Lane. I would further request that the Board authorize the County Attorney to draft and the County enter into an interlocal agreement with the Town of Franklin whereby the Town would accept ownership of the line upon completion. Additionally, authorize the County Attorney to draft agreements with the Pannell Lane property owners for easements and access to complete connection to the public water supply. Should agreements be reached

with all parties, it is preferred that the waterline be constructed along the western edge of Pannell Lane. Should we not be able to reach satisfactory agreements with the property owners, the line would be installed along the eastern edge of Pannell Lane, entirely on County-owned property. Finally, I would ask the Board to approve a resolution drafted by the County Attorney to exempt the bid process and enter into a contract with McGill Associates for engineering services, under \$50,000.00, associated with the proposed construction of the waterline,

**COUNTY MANAGER'S COMMENTS/RECOMMENDATION:**

Attachments  Yes  No

**Agenda Item 10B**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** North Carolina Department of  
Transportation (NCDOT)

**SUBJECT MATTER:** Sanders Road resolution request

### COMMENTS/RECOMMENDATION:

Please see the attached letter from NCDOT District Engineer Andy Russell, who will be at the meeting to request the board's support of the condemnation of certain parcels along SR 1139 (Sanders Road). We are anticipating that Mr. Russell will provide a sample resolution for the board's consideration.

Attachments   1   Yes        No

Agenda Item 11A



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

NICHOLAS J. TENNYSON  
SECRETARY

December 19, 2016

Mr. Derek Roland  
Macon County Manager  
5 West Main Street  
Franklin, NC 28734

Dear Mr. Rowland;

The North Carolina Department of Transportation has recently received a formal letter from Macon County property owners along SR1139, Sanders Road, request the department to proceed with condemnation of 4 parcels for the purpose of securing necessary right-of-way for secondary road improvements.

There are 18 total property owners along Sanders Road, 14 property owners have executed the standard NCDOT right-of-way agreement for purpose of roadway construction and asphalt paving. The recorded agreements constitute 77.77% of all property owners along this road and 78% of the total roadway frontage. In accordance with North Carolina General Statute, process of condemnation shall be allowed should 75% of all property owners agree to sign right-of-way and a majority of the total roadway frontage is secured.

In order for the Department to proceed with condemnation, it is requested that the respective Board of County Commissioners pass resolution in support of the action. Therefore, I am requesting your consideration and presentation of resolution supporting condemnation of remaining parcels along SR1139, Sanders Road, in Macon County.

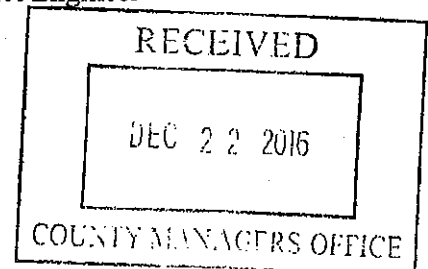
Please feel free to contact me at 828-321-4105 should you have questions or require additional information. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Russell".

Andy Russell PE, District Engineer

cc: Road File, SR1139, Sanders Road





# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Solid Waste

**SUBJECT MATTER:** Contract for scrap tire disposal

### **DEPARTMENT HEAD COMMENTS/RECOMMENDATION:**

The Solid Waste Department learned that the current vendor for scrap tire recycling has sold their assets to another vendor; US Tire. US Tire has agreed to collect and process scrap tires from Macon County under the terms of the contract with Northeast Georgia Tire (NEGA) for a period lasting up to April 28, 2017. The Solid Waste Director recommends that the Board of Commissioners authorize this short-term contract to avoid interruption of service to local tire retailers. The term of this contract will allow the opportunity to complete the bid process for a new long-term service provider, and may be terminated early upon awarding of said contract for service.

### **COUNTY MANAGER'S COMMENTS/RECOMMENDATION:**

Attachments  Yes  No

Agenda Item 11B

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Scaly Mountain Historical Society

**SUBJECT MATTER:** Agreement to provide recreation opportunities

**COMMENTS/RECOMMENDATION:**

The Finance Director is seeking approval of the attached agreement, which has been updated, and can provide additional details at the meeting.

Attachments   1   Yes        No

**Agenda Item 11C**

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**AGREEMENT TO PROVIDE RECREATION OPPORTUNITIES**

THIS AGREEMENT made and entered into this the \_\_\_ day of January, 2017, by and between Macon County ( hereinafter "County"), a North Carolina Body Politic and Corporate, and Scaly Mountain Historical Society, Inc., ( hereinafter "Historical Society"), a North Carolina non-profit corporation.

**WITNESSETH:**

THAT WHEREAS the State of North Carolina by way of N.C. Gen. Stat. § 160A-351 has established the following as policy for the State of North Carolina concerning recreation:

"The lack of adequate recreational programs and facilities is a menace to the morals, happiness, and welfare of the people of this State. Making available recreational opportunities for citizens of all ages is a subject of general interest and concern, and a function requiring appropriate action by both State and local government. The General Assembly therefore declares that the public good and the general welfare of the citizens of this State require adequate recreation programs, the creation, establishment, and operation of parks and recreation programs is a proper governmental function, and that it is the policy of North Carolina to forever encourage, foster, and provide these facilities and programs for all of its citizens."

; and

WHEREAS, N.C. Gen. Stat. § 160A-352 provides that "Recreation" means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-444, the County is authorized to establish parks and provide recreational programs; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-449, the County is authorized to contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the County is authorized by law to engage in; and

WHEREAS, there is a need for recreation opportunities in the Scaly Mountain area of Macon County, North Carolina; and

WHEREAS, Scaly Mountain Historical Society, Inc., (Historical Society), does own a building known as the Old Scaly School House, located at 41 Buck Knob Road, Scaly Mountain, North Carolina 28775 ( hereinafter referred to as the Old Scaly School House) and does agree with County as provided for hereinafter for such facility to be used in part for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 and provide recreational opportunities to the general public at such location, and County does agree with Historical Society as provided for hereinafter to appropriate and provide funds to Historical Society in accordance with the provisions of N.C. Gen. Stat. § 153A-449 to carry out the public purpose of providing recreation opportunities to the general public at the Old Scaly School House.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREINAFTER, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. That Historical Society shall make the Old Scaly School House, located at 41 Buck Knob Road, Scaly Mountain, North Carolina 28775, open and available to members of the general public during reasonable days and hours for recreation as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between July 1, 2016, and the end of June 30, 2017, and it shall provide recreational opportunities to the general public at such location.
2. The Historical Society shall perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by it on the basis of race, sex or religion in its performance of such obligation.
3. County shall pay Historical Society upon the execution of this Agreement the sum of \$5,000.00 for making the Old Scaly School House open and available to members of the general public during reasonable days and hours for recreation as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between July 1, 2016, and the end of June 30, 2017, and for providing recreational opportunities to the general public.
4. Historical Society shall account to County for its expenditures and uses of the monies provided by County to Historical Society in accordance with paragraph number three above and Historical Society shall use such monies only for the public purpose of making the Old Scaly School House open and available to members of the general public during reasonable days and hours for recreation as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between July 1, 2016, and the end of June 30, 2017, and for providing recreational opportunities to the general public.
5. Historical Society shall at all times properly maintain the Old Scaly School House in a condition for use as a safe place of public recreation.
6. This Agreement shall not be construed to be a lease.
7. Historical Society is an independent contractor.

8. Historical society shall maintain throughout the term of this Agreement property damage insurance and liability insurance in amounts as will protect it against any and all damages, liability, loss and claims to the Historical Society, Old Scaly School House, appurtenances and approaches thereto, in any manner caused directly or indirectly by, arising from, incident to, or in connection with its use or occupancy of the Old Scaly School House and its performance of its duties under this Agreement.
9. County may periodically inspect and monitor Historical Society's performance of its obligations hereunder.
10. The laws of the State of North Carolina shall control and govern this Agreement. Any controversy or claim arising out of this Agreement shall be settled by action instituted in the appropriate Division of the General Court of Justice in Macon County, North Carolina.
11. This Agreement may be modified only by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Scaly Mountain Historical Society, Inc.

By: \_\_\_\_\_  
 President

ATTEST: \_\_\_\_\_  
 Secretary

( Corporate Seal )

Macon County

By: \_\_\_\_\_  
 County Manager

PRE-AUDIT CERTIFICATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
 Macon County Finance Officer

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Ratification of December 21, 2016 e-mail poll

**COMMENTS/RECOMMENDATION:**

The board will need to ratify the action taken stemming from the e-mail poll conducted by the County Manager on December 21, 2016 regarding the county acting as its own general contractor for the Robert C. Carpenter Building renovations. For your information, a copy of the e-mail is attached as well as a copy of the Owner Exemption Affidavit.

Attachments   2   Yes        No

Agenda Item 11D

## Mike Decker

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**From:** Derek Roland <droland@maconnc.org>  
**Sent:** Wednesday, December 21, 2016 2:25 PM  
**To:** 'Jim Tate'; rbeale1955@yahoo.com; sewersolutionsinc@yahoo.com;  
garymshields@yahoo.com; 'Karl Gillespie'  
**Cc:** Jack Morgan; Mike Decker; 'Chester M. Jones - Attorney at Law'  
**Subject:** Robert C. Carpenter  
**Attachments:** Revisions to Affidavit.pdf

Gentlemen,

As we have previously discussed, in order for the county to act as our own General Contractor for the Robert C. Carpenter Building renovations, we must submit the Owner Exemption Affidavit to the State Licensing Board as required by G.S 87-14 (a) (1). With that being said, I need a consensus to sign this document so we can move forward with our submission of the Owner Exemption Affidavit. Chester has reviewed this document and made suggestions for some minor changes. Jack M. has relayed Chester's changes back to the Licensing Board and they have no issue with them. If unanimous consensus is received I will sign the document, and we can take steps to ratify this action at our January 10, 2017 Board meeting.

Thanks,

Derek C. Roland  
Macon County Manager  
5 W. Main St.  
Franklin, NC 28734  
(828)-349-2022

STATE OF NORTH CAROLINA

OWNER EXEMPTION AFFIDAVIT  
PURSUANT TO G.S. 87-14(a) (1)

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ Inspections Department

Address and Parcel Identification of Real Property Where Building is to be Constructed or Altered:

\_\_\_\_\_

I, \_\_\_\_\_

(Print Full Name)

hereby claim an exemption from licensure under G.S. 87-1(b)(2) by initialing the relevant provision in paragraph 1 and initialing paragraphs 2-4 below and attesting to the following:

1. \_\_\_ I certify that I am the owner of the property set forth above on which this building is to be constructed or altered;

OR MACON COUNTY, NC,  
I am legally authorized to act on behalf of ~~the firm or corporation~~ which is constructing or altering this building on the property owned by ~~the firm or corporation~~ as set forth above. (~~name of firm or corporation: \_\_\_\_\_~~);  
MACON COUNTY, NC

2. \_\_\_ I will personally superintend and manage all aspects of the construction or alternation of the building and that duty will not be delegated to any person not duly licensed under the terms of Article 1 of Chapter 87 of the General Statutes of North Carolina;

3. \_\_\_ I will be personally present for all inspections required by the North Carolina State Building Code, unless the plans for the construction or alteration of the building were drawn and sealed by an architect licensed pursuant to Chapter 83A of the General Statutes of North Carolina;

4. \_\_\_ I understand that a copy of this AFFIDAVIT will be transmitted to the North Carolina Licensing Board for General Contractors for verification that I am validly entitled to claim an exemption under G.S. 87-1(b) (2) for the building construction or alteration specified herein. I further understand that, if the North Carolina Licensing Board for General Contractors determines that I was not entitled to claim this exemption, the building permit issued for the building construction or alteration specified herein shall be revoked pursuant to G.S. 153A-362 or G.S. 160A-422.

MACON COUNTY, NC  
5. \_\_\_ I intend to personally occupy the building for at least 12 consecutive months following completion of construction and do understand if I do not do so, it creates the presumption under law that I fraudulently secured the permit.

MACON COUNTY (Signature of Affiant)  
MANAGER

\_\_\_\_\_ Date

Sworn to (or affirmed) and Subscribed before me

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Notary Stamp or Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

(NOTE: It is a Class F felony to willfully commit perjury in any affidavit taken pursuant to law—G.S. 14-209)



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Ratification of December 28, 2016 e-mail poll

**COMMENTS/RECOMMENDATION:**

The board will need to ratify the action taken stemming from the e-mail poll conducted by the County Manager on December 28, 2016 regarding the revised pictometry contract. For your information, a copy of the e-mail is attached as well as a copy of the agreement with Pictometry International Corp.

Attachments   2   Yes        No

Agenda Item 11E

## Mike Decker

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**From:** Derek Roland <droland@maconnc.org>  
**Sent:** Wednesday, December 28, 2016 11:31 AM  
**To:** 'Jim Tate'; rbeale1955@yahoo.com; sewersolutionsinc@yahoo.com; garymshields@yahoo.com; 'Karl Gillespie'  
**Cc:** 'Chester M. Jones - Attorney at Law'; Mike Decker; Richard Lightner; WCABE@MACONNC.ORG  
**Subject:** Revised Pictometry Contract Consensus Needed  
**Attachments:** Pictometry FINAL REVISION.pdf

**Importance:** High

Gentlemen,

I hope each of you had a great Christmas. As you will recall, the Board of Commissioners approved a contract for Pictometry, subject to changes recommended by the County Attorney at our December 13, 2016 Board Meeting. At this meeting, the contract presented separated the project into 2 flights, one in 2017 and the second in 2020. The total amount of this contract was \$195,232.99 and was to be paid in 6 annual payments of approximately \$32,524 beginning July 1, 2017.

Following Chester's review, the amount of the contract has not changed (\$195,232.99). The way in which we would be paying for it however, has changed. Essentially, by allowing us to pay in 6 annual payments as originally proposed, Pictometry was offering us interest free financing, which is not compliant with North Carolina Law (Chester's email to Bradley Robertson at Pictometry explaining this is below highlighted in Yellow) . Thus, to be compliant with NC Law we will be required to pay for Pictometry's services as we receive them which is \$97,571.04 by July 31, 2017 for the first flight project and \$97,661.95 by July 31,2020 for the second flight project (2 lump sum payments).

As the Pictometry representative stated at the meeting, the company flies counties all across the United States and must do so in winter months when canopy cover is minimal. As a result, contract approvals must be submitted by early January to secure a spot in the annual flight schedule. In Richard's discussion with Pictometry he has informed me that waiting until our January 10, 2017 meeting could potentially jeopardize our securing a slot in Pictometry's 2017 flight schedule.

I realize the contract as revised is completely different than the contract we discussed on December 13, 2016. I will *need a unanimous consensus however*, to sign the revised contract prior to our discussing it at the January 10,2017 meeting. In approving this contract we would be making it a capital priority in the FY 17-18' budget (Our payment for the first project will not be due until July 31, 2017). To recap the benefits of using the Pictometry product were as follows:

- Saves us from hiring a new tax appraiser in the tax office to assist with upcoming revaluation.
- Assists EMS, 911, and Sheriff's Department in preparing for and responding to emergency situations
- Assists Macon County Building Inspections Department and Environmental Health Department confirming new structures or ad-ons to existing structures
- Pictometry has been used by Macon County since 2010 and we have had a great working relationship. The software fully integrates with our Keystone tax software, ArcGis Mapping software, and 911 CAD system which will allow for a seamless implementation process. While there are other companies out there that can provide the orthogonal imagery, we are not familiar with the software, nor have a guarantee the software can integrate successfully with our tax, mapping and CAD software systems.
- The revised Pictometry contract (attached) has been approved by our legal counsel

***If you would please respond by saying "Yes" for me to move forward with signing the revised contract prior to the January meeting or "No" if you would like me to hold off on signing until we can discuss further I would really appreciate it (again no payment is due until next year's budget). I apologize for having to do business in this manner and if unanimous consensus is received we will ratify this action at our next meeting. The urgency accompanying this situation, again, comes as Pictometry is finalizing their flight schedule for 2017 and we need to secure a slot as soon as possible to ensure we can use the imagery in the upcoming revaluation process.***

**Dear Bradley:**

I am in receipt of your e-mail below. First, let me say that both my client and I greatly appreciate your company's offer of interest free financing. However, I am of the opinion that the County will need to pay for the services that it receives from your company as it receives such services in order for this contract to not be considered a financing arrangement.

As you know, I represent only Macon County and I in no way represent your company. Notwithstanding that and in an attempt to sensitize your company to the concern that I have, I am going to provide you with some information that may better help you understand my concerns. **PLEASE BE ADVISED THAT YOU SHOULD NOT ACT UPON INFORMATION THAT I PROVIDE TO YOU AS I DO NOT REPRESENT YOU OR YOUR COMPANY. INSTEAD, YOU SHOULD RELY ONLY UPON YOUR COMPANY'S LEGAL COUNSEL.**

In short, there is not a simple citation to a statute to answer your inquiry. North Carolina Counties derive their authority to act from our State Constitution and from our General Assembly. Absent authority from one or the other, North Carolina Counties are without authority to act. Unlike you and I or the company that you work for, North Carolina Counties may not simply go to a bank or a vendor enter into general loan or financing agreements. Instead, Counties are limited to specific types of financing arrangements. Most of these arrangements are considerably more complicated than a typical financing arrangement. If Counties enter financing arrangements which are not specifically authorized, I am of the opinion that such financing transactions are subject to being questioned from a legal validity standpoint. Such a concern obviously causes great concern for both parties to any such financing arrangement or contract which contains financing. The costs could be extremely high to the County. I am attaching a copy of an Article from County and Municipal Government in North Carolina, entitled "Financing Capital Projects" which was written by Professor Kara A. Millonzi, at the NC School of Government. Hopefully, this will help you and your Company better understand my concern concerning financing arrangements for Counties in North Carolina.

When I evaluated your company's contract proposal to Macon County, it appeared that your company graciously offered to let Macon County pay over a six year period. I am of the opinion that this gracious offer essentially offers interest free financing and thus constitutes financing of the sums due under the contract proposal to Macon County. As you can see, your company's contract proposal is not structured in a manner by which Macon County can borrow ( see article above ). I knew my opinion would not necessarily be well received and so to confirm my opinion before delivering it, I contacted Professor Kara Millonzi at the NC School of Government at UNC-Chapel Hill to get her opinion as well. We discussed your company's contract proposal to Macon County and the payment provisions of the same. She concurred with me that the same was essentially interest free financing. She likewise indicated that she shared my concern about such financing to Macon County was not compliant with NC law.

I hope this is of some help.

**Chester M. Jones - Attorney at Law  
122 West Boulevard  
Franklin, NC 28734-2927  
Tel. & Fax.: (828) 369-7781**



**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 MACON COUNTY, NC (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
Courthouse Annex, 5 West Main Street	25 Methodist Hill Drive
Franklin, NC 28744	Rochester, NY 14623
Attn: Wesley Hall, GIS Analyst	Attn: Contract Administration
Phone: (828) 349-2219	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>MACON COUNTY, NC</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, NY 14623

<b>ORDER #</b>
C184644

<b>BILL TO</b>
Macon County, NC
Wesley Hall, GIS Analyst
Courthouse Annex, 5 West Main Street
Franklin, NC 28744
(828) 349-2219
whall@macconnc.org

<b>SHIP TO</b>
Macon County, NC
Wesley Hall, GIS Analyst
Courthouse Annex, 5 West Main Street
Franklin, NC 28744
(828) 349-2219
whall@macconnc.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A119861	brobe	Triennial

<b>FIRST PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT</b>
466	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$63.75 (15.0%)	\$29,707.50
62	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15.0%)	\$23,715.00
43,985	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.37		\$16,274.45
43,985	ChangeFinder - Building Outlines with Customer's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels,	\$0.35		\$15,394.75

		including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$9,900.00	\$6,599.34 (33.34%)	\$6,599.34
2	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$4,998.00
466	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$233.00
404	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$202.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
62	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$124.00
62	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$124.00
466	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100.0%)	\$0.00
62	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100.0%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software	\$0.00		\$0.00



		for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100.0%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
<b>SUBTOTAL - FIRST PROJECT</b>					<b>\$97,571.04</b>

<b>SECOND PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT</b>
466	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5.0%)	\$33,202.50
62	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$427.50 (5.0%)	\$26,505.00
43,985	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.37		\$16,274.45
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default	\$9,900.00		\$9,900.00

		deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement			
2	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$4,998.00
466	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$4,660.00
62	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$1,240.00
466	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$233.00
404	Mosaic - Area Wide (9in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$202.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
62	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$124.00
62	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$124.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$97,661.95

Thank you for choosing Pictometry as your service provider.			<b>TOTAL</b>	\$195,232.99
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

The following are modifications to the standard ChangeFinder product specifications for products listed above:

**First Project:** Customer imagery 2015 MrSIDs, 6INCH GSD is Approved with Standard Technical Specifications: This process is greater than 98% - the standard error rate is 2% for false positives and 0.2% for false negatives.

- False positive rate: Ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 2.0%
- False negative rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.2% The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.
- The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

Due by July 31, 2017 \$97,571.04

**Total Payments** \$97,571.04

**SECOND PROJECT**

Due by July 31, 2020 \$97,661.95

**Total Payments** \$97,661.95

**PRODUCT PARAMETERS**

**FIRST PROJECT**

**IMAGERY**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
*Elevation Source:* USGS  
*Leaf:* Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
*Elevation Source:* USGS  
*Leaf:* Leaf Off: Less than 30% leaf cover

**CHANGEFINDER**

**Product:** ChangeFinder - Change Detection with Customer's Electronic Parcel Files  
*Data Source – Base:* Customer Imagery  
*Data Source Year – Base:* 2015  
*Data Source – Comparison:* Pictometry Imagery  
*Data Source Year – Comparison:* 2017  
*Deck Identification:* Included in Building Outlines

**Product:** ChangeFinder - Building Outlines with Customer's Electronic Parcel Files  
*Data Source – Base:* Customer Imagery  
*Data Source Year – Base:* 2015  
*Data Source – Comparison:* Pictometry Imagery  
*Data Source Year – Comparison:* 2017  
*Deck Identification:* Included in Building Outlines

Customer represents and warrants that it owns all right, title, and interest in and to any non-Pictometry imagery and/or outlines provided by Customer to Pictometry and all necessary rights, power, and authority to provide Pictometry with a copy of such non-Pictometry imagery and/or outlines and authorize Pictometry to include such non-Pictometry imagery and/or outlines in the CONNECT service provided to Customer.

## CONNECT

**Product:** Pictometry Connect - CA - 100  
**Admin User Name:** Wesley Hall  
**Admin User Email:** whall@maconnnc.org  
**Requested Activation:** at signing  
**Geofence:** NC Macon

## SECOND PROJECT IMAGERY

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** USGS  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** USGS  
**Leaf:** Leaf Off: Less than 30% leaf cover

## CHANGEFINDER

**Product:** ChangeFinder - Change Detection with Customer's Electronic Parcel Files  
**Data Source – Base:** Pictometry Outlines  
**Data Source Year – Base:** 2017  
**Data Source – Comparison:** Pictometry Imagery  
**Data Source Year – Comparison:** 2020  
**Deck Identification:** Included in Building Outlines

## CONNECT

**Product:** Pictometry Connect - CA - 100  
**Admin User Name:** Wesley Hall  
**Admin User Email:** whall@maconnnc.org  
**Requested Activation:** at signing  
**Geofence:** NC Macon

## STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

### RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- **Hurricane:** areas affected by hurricanes of Category II and higher.
  - **Tornado:** areas affected by tornadoes rated EF4 and higher.
  - **Terrorist:** areas affected by damage from terrorist attack.
  - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

**C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

## SECTION B

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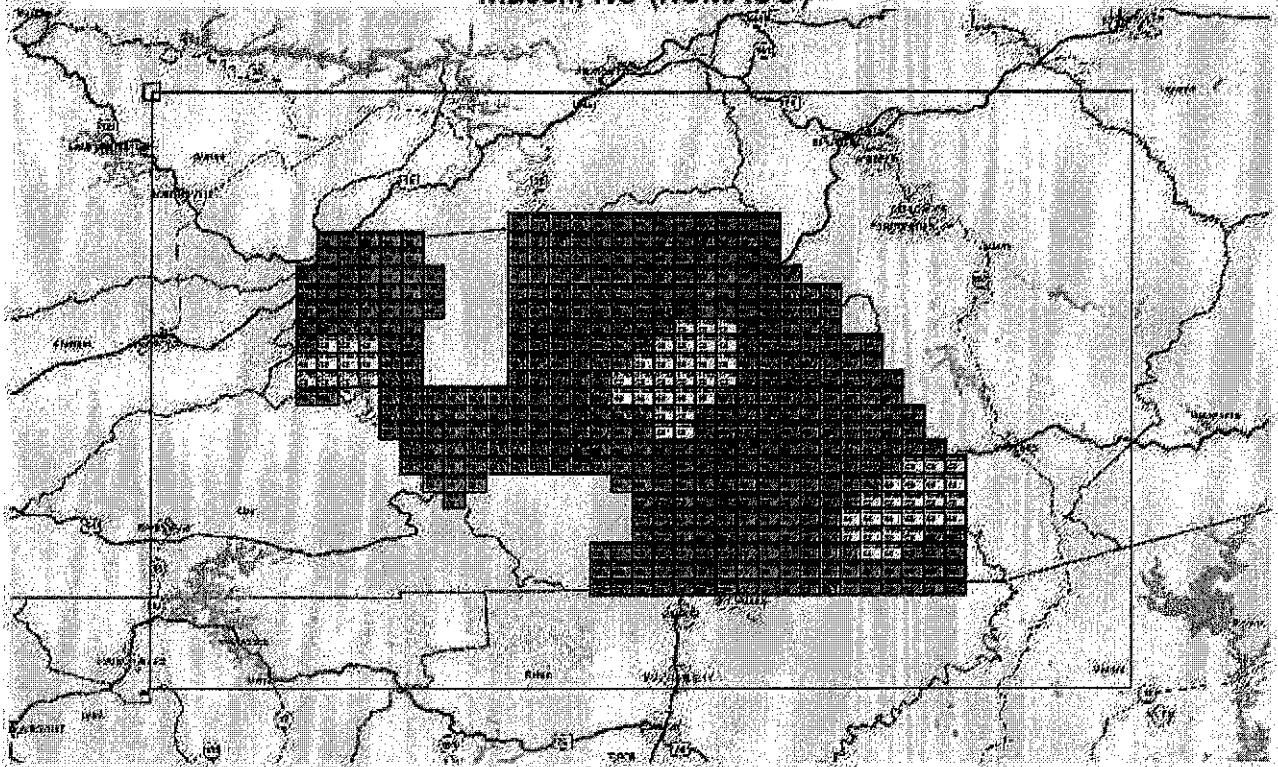
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**SECTOR MAP(S)**

**Macon, NC (NCMACO)**



**Community Sectors: 466    Neighborhood Sectors: 62**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 10, 2017

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Consent Agenda

### DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the December 13, 2016 regular meeting. The minutes will be forwarded via a separate e-mail prior to the meeting.
- B. **Finance** – Consideration of Budget Amendments #93 through #99, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for the month of December 2016 in the amount of \$761.84 per Attachment 12C.
- D. **Ad valorem tax collection report** – No action is necessary.

### COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments  Yes  No

Agenda Item 12(B) (C) and (D)



MACON COUNTY BUDGET AMENDMENT

December 8, 2016

AMENDMENT # 93

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES  
 EXPLANATION: Foster Care Christmas donation

DESCRIPTION	INCREASE	DECREASE
11-3561-4389-25 FOSTER CARE GENERAL	\$300	
11-5314-5675-19 FOSTER CARE GENERAL	\$300	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_

RECOMMENDED BY FINANCE OFFICER \_\_\_\_\_

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # \_\_\_\_\_ 94

12/8/2016

FROM: FINANCE

DEPARTMENT: TRANSIT

EXPLANATION: Add additional revenue from the sale of replaced Transit vans

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3570-4820-00	SALE OF FIXED ASSETS	\$ 2,353.00	
11-4935-5696-01	EQUIPMENT - VEHICLES	\$ 2,353.00	

REQUESTED BY DEPARTMENT HEAD: Kim Angel

RECOMMENDED BY FINANCE OFFICER: [Signature]

APPROVED BY COUNTY MANAGER: \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS: \_\_\_\_\_

APPROVED AND ENTERED ON MUNIS DATED: \_\_\_\_\_

CLERK: \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # \_\_\_\_\_ **95**

FROM: Robert L Holland

DEPARTMENT: Sheriff  
EXPLANATION: Insurance Settlement  
ACCOUNT DESCRIPTION

		INCREASE	DECREASE
11-3839-4850-00	Insurance	\$3,406	
11-4310-5565-03	Vehicle Repairs	\$3,406	

REQUESTED BY DEPARTMENT HEAD *[Signature]*  
RECOMMENDED BY FINANCE OFFICER *[Signature]*  
APPROVED BY COUNTY MANAGER \_\_\_\_\_  
ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_  
APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_  
CLERK \_\_\_\_\_











Macon County Tax Office  
5 West Main Street  
Franklin, NC 28734



Phone: (828) 349-2149  
Fax: (828) 349-2564  
tmcowell@maconnc.org

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Office  
Teresa McDowell, Tax Collections Supervisor

DATE: January 5, 2017

RE: Releases for December, 2016

Attached please find the report of releases for real estate that require your approval in order to continue with the process of releasing these amounts from the tax accounts. In this case, the amount that needs to be released is \$761.84 because \$113.48 of the transactions included in this report was approved as a refund during the December, 2016 BOCC meeting.

Please feel free to contact me if you should have any questions. The report of releases is attached.

AMOUNT OF RELEASES FOR DECEMBER, 2016: \$761.84

Detail Transactions by Group

Effective Date 12/20/16

Abatement

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Check Number	Trans Rev Descriptn
3	12/28/16	3074	16A6489714422	G01 F03 L01	118.00- 22.00- 95.00-	118.00- 22.00- 0.00	0.00 0.00 0.00	95.00-	0.00 0.00 0.00			
***			DILLS, CLARA JEAN		235.00-	140.00-	0.00	95.00-	0.00	0.00	R	CLERICA
5	12/29/16	53741	16A53741	F08	274.89-	274.89-	0.00		0.00			
***			DUKE ENERGY CORPORATION		274.89-	274.89-	0.00	0.00	0.00	0.00	R	CLERICA
4	12/29/16	136485	16A6585839367	G01 F01	131.71- 16.79-	131.71- 16.79-	0.00 0.00		0.00 0.00			
***			FREEMAN, BETINA P ET AL		148.50-	148.50-	0.00	0.00	0.00	0.00	R	CLERICA
6	12/30/16	119951	16A6574829476	G01 F01	13.93- 1.78-	13.93- 1.78-	0.00 0.00		0.00 0.00			
***			LEDBETTER, CHARLES C		15.71-	15.71-	0.00	0.00	0.00	0.00	R	CLERICA
2	12/20/16	43272	16A7541746856	G01 F10	110.07- 3.41-	110.07- 3.41-	0.00 0.00		0.00 0.00			
***			MATASSI, MIRELLA G		113.48-	113.48-	0.00	0.00	0.00	0.00	R	CLERICA
1	12/20/16	41942	16A41942.06	G01 F06	77.02- 10.72-	77.02- 10.72-	0.00 0.00		0.00 0.00			
***			NIX, TRAVIS A		87.74-	87.74-	0.00	0.00	0.00	0.00	R	CLERICA
Tax Code Totals					18.57-	18.57-	0.00	0.00	0.00	0.00		
F01*16- FR FIRE					22.00-	22.00-	0.00	0.00	0.00	0.00		
F03*16- OTTO FR					10.72-	10.72-	0.00	0.00	0.00	0.00		
F06*16- SCALY FR					274.89-	274.89-	0.00	0.00	0.00	0.00		
F08*16- COWEE FR					3.41-	3.41-	0.00	0.00	0.00	0.00		
F10*16- HLDS FR					450.73-	450.73-	0.00	0.00	0.00	0.00		
G01*16- GEN TAX					95.00-	95.00-	0.00	95.00-	0.00	0.00		
L01*16- RES FEE					875.32-	875.32-	0.00	95.00-	0.00	0.00		
Total for Group REL*16*12					875.32-	875.32-	0.00	95.00-	0.00	0.00		

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*  
Cycle Current Delinquent

A

0.00

875.32-

Booc  
Only needs to release #76d 24. \$113.48 Booc approved refund.

MACON COUNTY MONTHLY  
AD VALOREM TAX COLLECTIONS REPORT

Dec-16

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	
General Tax	10328703.73	8301.61	0	0	-6.75	10336498.59	-5265077.71	35208.54	987.59	-5228881.58	5107617.01
Fire Districts	1236498.92	661.4	0	0	-1.25	1237159.07	-618247.77	3.41	117.05	-618127.31	619031.76
Landfill User Fee	989989.74	0	0	0	-0.04	989989.7	-491146.25	0	66.61	-491079.64	498910.06
Totals	12554692.39	8963.01	0	0	-8.04	12563647.36	-6374471.73	35211.95	1171.25	-6338088.53	6225558.83

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	26759675.4	-20056.78	-1304.36	26738314.26	-21885694.64	66200.03	188797.36	-21630697.25	5107617.01	80.9
Fire Districts	0	3043918.49	-1857.77	-192.22	3041868.5	-2425030.82	3.41	2190.67	-2422836.74	619031.76	79.65
Landfill User Fee	0	2547235	-2565	-5.47	2544664.53	-2047147.85	0	1393.38	-2045754.47	498910.06	80.39
Totals	0	32350828.89	-24479.55	-1502.05	32324847.29	-26357873.31	66203.44	192381.41	-26099288.46	6225558.83	80.74