

ACCOUNTS RECEIVABLE
NCDOT ADMINISTERED – ADVANCED AIR MOBILITY PLAN
(FEDERAL/STATE FUNDS RECEIVABLE)
10000[xxxxx]

AGREEMENT OVERVIEW

NORTH CAROLINA
WAKE COUNTY

DATE: [m/d/yyyy]

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: []
WBS ELEMENTS: 51826.3.1.4

AND

FEDERAL-AID NUMBER: []

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION

CFDA: []

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): The Project consists of the planning and production of an Advanced Air Mobility Plan (Plan) in accordance with the Department’s policies and procedures. The Department’s funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

COSTS TO THE OTHER PARTY: \$20,000
ESTIMATED COST OF THE PROJECT: \$200,000

PAYMENT TERMS: Capital Area Metropolitan Planning Organization will submit payment upon execution of agreement.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: Agreement remains in effect for two years, and thereafter, unless terminated

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Capital Area Metropolitan Planning Organization, hereinafter referred to as the **MPO**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, the **Department's** Division of Aviation is closely following the innovative, fast-paced, and everchanging field of both crewed and uncrewed aviation (hereto referred to as Advanced Air Mobility or AAM); and,

WHEREAS, the **Department** has created a matching grant program to assist non-airport planning partners prepare for future aviation innovations in several manners including public participation, education, and land-use planning; and,

WHEREAS, the **Department** has allocated state funds for these activities; and,

WHEREAS, the **MPO** has requested funding for the development of an AAM Plan, as more fully described in this Agreement and hereinafter referred to as the Project; and,

WHEREAS, the **MPO** has requested that the **Department** administer the Project in coordination with the **MPO**; and,

WHEREAS, the **MPO** has agreed to participate in the cost of the project as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.2 and Section 136-71.6, to participate in the planning, construction, and/or implementation of the Project approved by the Board of Transportation.

NOW THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. DEVELOPMENT OF PLAN

- i. The **Department**, and or its agent, in collaboration with the **MPO**, shall prepare the an Advanced Air Mobility Plan for the **MPO**, following the Division of Aviation's Content Standards for NCDOT Advanced Air Mobility Plans.
- ii. The **MPO** shall participate in providing data and logistical support for public meetings and other required public notices.
- iii. The **Department** will provide a preliminary draft of the Plan to the **MPO** for review and comment. The **MPO** shall provide comments to the **Department** within three (3) months. Upon receipt of comments from the **MPO**, the **Department** will provide a final draft.

III. COMPLETION AND ADOPTION OF PLAN

- i. The governing body of the **MPO** shall consider the adoption of the Plan as provided in the Final Draft by the **Department**. If the MPO Executive Board requests significant changes prior to adoption, the Plan will be modified and resubmitted to the **MPO** for final approval within three (3) months.
- ii. The **MPO** shall receive digital files, including GIS files, and hard copies of the approved Plan. The **MPO** shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

IV. TIME FRAMES

The **Department** has a required time frame of two years to complete the Project. It is important that the **MPO** provide necessary support and responses to the **Department** in a timely manner. Any delays on the part of the **MPO** may affect the ability of the **Department** to provide financial support for the Project.

V. FUNDING

- i. The total estimated cost of the Project is \$200,000 and shall not exceed this amount. The **Department** shall provide a maximum amount of \$180,000 with the **MPO** providing the match funding of \$20,000.
- ii. Upon full execution of the Agreement, the **MPO** shall submit payment for \$20,000 to the **Department**, in accordance with the cover memo attached to this Agreement.
- iii. Upon completion of the project, if actual costs are less than the total available funding of \$200,000, the **Department** shall reimburse the **MPO** any overpayment at the above matching share.

VI. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the Local Public Agency set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **MPO** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **MPO** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **MPO** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **MPO** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Capital Area Metropolitan Planning Organization** by authority duly given.

(DOCUSIGN ONLY)

[OTHER PARTY NAME]

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

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APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

DRAFT

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(INK SIGNATURES)

[OTHER PARTY NAME]

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

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