

NORTH CAROLINA

FUNDING AGREEMENT UNDER \$50,000

WAKE COUNTY

THIS AGREEMENT, is made and entered into this ____ day of May, 2022 by and between **Wake County**, North Carolina (the "County") party of the first part; and **Capital Area Metropolitan Planning Organization** ("CAMPO"), party of the second part. Wake County and CAMPO are collectively referred to herein as Parties;

W I T N E S S E T H:

For the purpose and subject to the terms and conditions hereinafter set forth, CAMPO hereby contracts for services of the County, and the County agrees to provide the services to the CAMPO in accordance with the terms of this Agreement.

I. SERVICES TO BE PROVIDED

This appropriation is being made to reimburse the County for consulting services and expenses incurred for Wake Transit during fiscal year 2022. In furtherance of the financial model review, development and planning for Wake Transit, Wake County hired a consultant to review updated financial modeling for the Wake Transit Plan, specifically related to the Greater Triangle Commuter Rail project. CAMPO, as the agency representing the different agencies involved in the review and charged with joint development of the Wake Transit Annual Work Plan, has agreed to reimburse the County for said service fees, subject to the following conditions:

1. Funds may only be expended toward the furtherance of the activities described above.
2. The County is required to submit an invoice outlining completion of the services.
3. The County is solely responsible for the administration of all agreements, contracts, and work orders entered into or issued for the advisory and consulting work, the scope of which will be detailed in a separate written agreement. CAMPO shall not be held liable to the County for any expenses or obligations incurred for the project except the \$15,000.
4. The County shall share with CAMPO any and all reports or documentation provided by the third party consultant in association with this Agreement.

II. TERM

The services shall begin on July 1, 2021 and shall be provided until June 30, 2022.

III. MAXIMUM AMOUNT PAYABLE: Fifteen thousand dollars (\$15,000).

IV. PAYMENT

The appropriation will be provided in a single payment in an amount of Fifteen thousand dollars (\$15,000). CAMPO will make payments to the County upon receipt, approval, and processing of this agreement by the Finance Department and approval by the CAMPO Executive Board.

V. RELATIONSHIP OF PARTIES

The County is an independent contractor of the CAMPO. The County represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the County will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither County nor any employee of the County shall be deemed an officer, employee or agent of CAMPO.

VI.CANCELLATION

This Agreement is a one-time reimbursement agreement and may not be canceled by the Parties.

VII.INDEMNIFICATION

Intentionally Omitted.

VIII.ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties.

IX.GOVERNING LAW

Both Parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

X.E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XI. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XII.FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

XIV. ANTI DISCRIMINATION

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

WAKE COUNTY, NORTH CAROLINA

By: _____
Patrick Flanary, Chief Financial Officer

Date: _____

The person responsible for monitoring the contract performance requirements is

_____ Department Head Initials

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

**ACKNOWLEDGEMENT by NC CAPITAL AREA METROPOLITAN PLANNING
ORGANIZATION, "CAMPO"**

State of North Carolina
County of Wake

I, _____, a Notary Public for said County and State, do hereby certify that
Chris Lukasina, Executive Director personally came before me this day and acknowledged the
due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2022.

_____, Notary Public

(Affix notary seal)

My Commission Expires: _____, 20____

