

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, June 05, 2023

5:30 P.M. – Closed Session

6:30 P.M. – Regular Session

The Honorable Columbus County Commissioners met on the above stated date and time at the Columbus County Commissioners Chamber, 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of conducting a Regular Session.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Lavern Coleman, **Vice Chairman**  
Giles E. Byrd  
Scott Floyd  
Barbara Featherson  
Brent Watts  
Chris Smith

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Boyd Worley, **Board Attorney**  
Amanda B. Prince, **Staff Attorney/Deputy Clerk**  
Jana Nealey, **Clerk to the Board**

**APPOINTEES ABSENT:**

**Agenda Item #1: MEETING CALLED to ORDER:**

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE**

**MOTION:**

Commissioner Smith made a motion to recess regular session and enter into closed session, seconded by Commissioner Floyd. The motion unanimously passed.

**Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G.S §143-318.11(A)(3) ATTORNEY –CLIENT PRIVILEGE AND N.C.G.S § 143-318.11**

**RECESS CLOSED SESSION and enter into REGULAR SESSION**

**MOTION:**

Commissioner Watts made a motion to recess closed session and enter into regular session, seconded by Commissioner Featherson. The motion unanimously passed.

**GENERAL ACCOUNT:**

**Board Attorney Boyd Worley gave the general account as follows:**

The Board discussed (3) matters of economic development and (1) matter of pending litigation.

**MOTION:**

Commissioner Byrd made a motion to approve the General Account, seconded by Commissioner Smith. The motion unanimously passed.

**Regular Session begins at 6:30 P.M.**

**Agenda Items # 3 and #4: INVOCATION and PLEDGE of ALLEGIANCE:**

Vice Chairman Laverne Coleman performed the invocation and Commissioner Byrd lead the Pledge of Allegiance

**PUBLIC HEARINGS:**

At 6:33 P.M., Chairman Bullard opened the floor for the following public hearings:

**6:30 PM - PUBLIC HEARING - FY 2023-2024 BUDGET ORDINANCE: The purpose of the public hearing is to receive oral and written comments from the public regarding the proposed Budget Ordinance.**

**County Manager Eddie Madden commented:**

We thank you for the opportunity to discuss the proposed FY 2024 annual operating budget of this process as you all know store to several months ago and has been through the input of the Board Commissioners, our 26 department managers, our Sheriff, Register of Deeds, and others that we are here this evening to hear from the public It is my opinion that the budget that is before you in draft form this evening, captures the priorities of the board that we’re established the annual budget retreat earlier this year. It also underwrites the progressive work that is taking place in our public schools and community college. Most importantly, the \$131-million-dollar budget is balanced, with no tax increase for our citizens and property owners. I would like to point out the hard work of our Finance Director Mrs. Lacie Jacobs, Mrs. Heather Woody, and Mrs. Regina Belinta, for their dedication and expertise through the budget process, lastly, I want to remind everyone that budget-matters will come up through the year as they always do and we will respond to those as they come up. Budgets are not perfect documents so when the discoveries are made, there is a process to follow to address those matters at the end of the day our team with the boards oversight approval I do the best provide the best financial support for this open organization and maintaining a fiscally conservative budget for everyone to work for, as a reminder of this evening, you are or holding the required public hearing by General statute that is to be healed first meeting in June and then, after the conclusion of the public hearing the board has the opportunity to approve the budget any time between the closing of the budget hearing until June 30 so you have that to take home to look over at your discretion after the hearing of everyone in the meeting.

*Finance Director Lacie Jacobs presented a PowerPoint regarding a brief summary of the proposed FY 2023-2024 Budget Ordinance.*

*\*The PowerPoint presented is housed in the Clerk’s Office.*

*Commissioner Byrd asked what the difference between the Budget for Parks and Recreation last fiscal year and this fiscal year. County Manager Eddie Madden responded that he surmised it was approximately \$58,000. Commissioner Byrd expressed his concerns and disagreement about the parks that were purposed to be closed July 1<sup>st</sup>, 2023, in the previously approved Recreation Master Plan (6-20-22) due to the planning phase being during the COVID 19 pandemic. Commissioner Watts also agreed that he was not in favor of closing the parks. Fannie Wilson, Anthony Jones, and Nathaniel Stacker were citizens who filled out public input cards addressing the issue with the park in their area closing. Eddie Madden informed them that the park they referenced was NOT on the list of parks purposed to close.*

**MOTION:**

Commissioner Watts made a motion to close the public hearing, seconded by Commissioner Floyd. The motion unanimously passed.

**Agenda Item# 5: APPROVAL OF AGENDA and TAXES, REFUNDS, & RELEASES:**

*\*Commissioner Byrd was asked to be recused from voting on the Taxes, Refunds, and Releases due to his property being on the list.*

**MOTION:**

Commissioner Smith made a motion to approve the Agenda with discussed Add-on #9b, the removal of Agenda Item #18, and Taxes, Refunds, and Releases, seconded by Commissioner Smith. The motion unanimously passed.

**Tax Refunds and Releases**

<i>Refunds</i>				Amount:	\$536.95
Byrd Family LLC of Lake Waccamaw				Total:	\$1,590.31
Value:	\$15,300.00	Year:	18-22	Account:	11-03828
Refund portion of value. 1930 House at 2953 Giles Byrd Rd torn down years ago.				Bill#:	99999
Refund Hallsboro Fire(40.02) refund Columbus Rescue(13.34)					
<i>Refunds</i>				Amount:	\$0.00
Killion, Daphna				Total:	\$150.00
Value:	\$0.00	Year:	2022	Account:	10-26101
Refund user fee. Didn’t need can				Bill#:	99999
<i>Refunds</i>				Amount:	\$0.00
McKee, William Keith				Total:	\$113.00
				PROPERTY:	00000



Value: \$0.00Year: 2022Account: 16-10552Bill#: 99999

Refund CERRO GORDO CITY user fee. Billed for 2 cans only has 1.

Refunds

Wells, Patricia

Value: \$0.00Year: 19-22Account: 15-05210Bill#: 99999

Refund portion of value. Billed incorrect acreage. Refund Columbus Rescue(.32)

PROPERTY: 00000

Amount: \$12.88

Total: \$15.12

Agenda Item #6: BOARD MINUTES APPROVAL:

- May 01, 2023
- May 15, 2023

MOTION:

Commissioner Smith made a motion to approve seconded by Commissioner Featherson. The motion unanimously passed

Agenda Item #7: PUBLIC INPUT:

Columbus County Board of Commissioners  
(Public Address to the Board)

REQUEST #: TIME REC'D: P.M. MEETING DATE:

NAME: *Konate* *m.* *Rogers*

ADDRESS: *564 Bill Hooks Rd Whiteville*

TELEPHONE: ( ) -

TOPIC to be ADDRESSED: *Whiteville City Schools 2: Budget*

PERTINENT INFORMATION:

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

Columbus County Board of Commissioners  
(Public Address to the Board)

REQUEST #: TIME REC'D: P.M. MEETING DATE: *6/5/23*

NAME: *Chris* *English*

ADDRESS: *115 Miller Circle Whiteville NC*

TELEPHONE: ( ) -

TOPIC to be ADDRESSED: *Southwestern Community College*

PERTINENT INFORMATION: *Admission*

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

Columbus County Board of Commissioners  
(Public Comments at Public Hearings)

REQUEST #: TIME REC'D: P.M. MEETING DATE: *6/5/23*

NAME: *Tyson* *Wood*

ADDRESS: *404 N. Thompson St Whiteville*

TELEPHONE: *910 642-2409*

COMMENTS (if desired): *Reuben Brown Preservation Soc. Project to save James B White House*

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk no later than thirty (30) minutes after the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

Columbus County Board of Commissioners  
(Public Address to the Board)

REQUEST #: TIME REC'D: P.M. MEETING DATE:

NAME: *Anthony* *J* *Jones*

ADDRESS: *1935 Millie's Christian Rd Whiteville*

TELEPHONE: *(910) 642-8612*

TOPIC to be ADDRESSED: *Foremost Union Park*

PERTINENT INFORMATION: *Get and keep of the park.*

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

Columbus County Board of Commissioners  
(Public Address to the Board)

REQUEST #: TIME REC'D: P.M. MEETING DATE: *6-6-23*

NAME: *Randolph* *Thompson*

ADDRESS: *P.O. 791 Chadbourn NC*

TELEPHONE: *(910) 207-1640*

TOPIC to be ADDRESSED: *About Chadbourn NC*

PERTINENT INFORMATION: *West Side School*

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

Columbus County Board of Commissioners  
(Public Address to the Board)

REQUEST #: TIME REC'D: P.M. MEETING DATE: *6-6-23*

NAME: *Preston Thomas* *Smith*

ADDRESS: *6345 Haynes Leno Hwy Eversen*

TELEPHONE: *(910) 918-7907*

TOPIC to be ADDRESSED: *About Chadbourn School*

PERTINENT INFORMATION: *West Side School*

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

Columbus County Board of Commissioners  
(Public Comments at Public Hearings)

REQUEST #: TIME REC'D: P.M. MEETING DATE:

NAME: *Nathaniel* *J* *Stacker*

ADDRESS: *349 Snaps Lane Chatham NC 28523*

TELEPHONE: *(910) 674-6735*

COMMENTS (if desired):

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk no later than thirty (30) minutes after the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.



Columbus County Board of Commissioners  
(Public Comments at Public Hearings)

REQUEST #: \_\_\_\_\_ TIME REC'D: \_\_\_\_\_ P.M. MEETING DATE: \_\_\_\_\_  
(Leave this blank, Clerk will fill in)

NAME: Fannie Spaulding Walden  
(First) (Middle) (Last)

ADDRESS: 818 Farmers Union Rd - Clarkton, NC 28433

TELEPHONE: (910) 625-1532

COMMENTS (if desired): E+G Park Clarkton NC

**Kandle Rogers from Whiteville City Schools, Dr. Deanne Meadows from the Columbus County Schools, and Dr. Chris English from Southeastern Community College** all commented their gratitude to the commissioners, county staff, and Administration for working with them and providing them the budget to foster a proper learning environment for the children and citizens of the community as well as the fair working relationship the local government.

**Susan Wood** asked the commissioners to assist in the funding of the James B. White House located in Whiteville in order to turn it into a historical site and or museum.

**Agenda Item #8: ADMINISTRATION – EMPLOYEE SPOTLIGHT:**

County Manager Eddie Madden recognized Ayanna Avery from Environmental Health for the Employee Spotlight.

**Agenda Item #9: ADMINISTRATION–EMPLOYEE ACCOMPLISHMENTS:**

County Manager Eddie Madden recognized Rebekah Benton from Cooperative Extension for earning her Master’s Degree and Human Resources Director Kay Stephens for earning her Human Resources Certificate.

**Agenda Add-On #9b: PROCLAMATION - EAST COLUMBUS GATORS SOFTBALL TEAM:**

**MOTION:**

Commissioner Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

**Proclamation of Recognition  
East Columbus Gators Varsity Softball Team 2023**

**WHEREAS**, High School Softball seeks to promote the development of strong character, positive attitude, sense of responsibility and citizenship in youth using the game of softball as a vehicle; **and**

**WHEREAS**, athletes, coaches, and parents dedicate hours of their time and energy for practice and travelling for events to improve and strengthen collective talents and ensure the team’s success; **and**

**WHEREAS**, the **EAST COLUMBUS GATORS SOFTBALL TEAM** through their discipline, hard work, team spirit and genuine love for the game put forth amazing effort; **and**

**WHEREAS**, the **EAST COLUMBUS GATORS SOFTBALL TEAM** are the NC 1A Softball 2023 Conference Champions; the NCHSAA 1A East regional series on May 23, 2023.Runner-Ups; and made the School Record for wins while going to the 5<sup>th</sup> round for the first time ever.

**NOW, THEREFORE, BE IT RESOLVED**, that the Columbus County Board of Commissioners would like to recognize and show appreciation to the following players and coaches for their achievements this year:

**TEAM MEMBERS** – Aziyah Patrick, Kaley Mitchell, Gabby Andrews, Ashajanae’ Powell, Kamora Bryant, Jenna King, Destiney Mitchell, Ava Jacobs, Chynna Patrick, Karli Godwin, Kelsie Watts, and Bailey Padgett.  
**PROCLAIMED** Columbus County Commissioners

**Agenda Item #10: ADMINISTRATION – DISCUSSION and ADOPTION of the FY 2023-2024 OPERATING BUDGET ORDINANCE:**



County Manager Eddie Madden is requested board adoption of the FY 2023-2024 Proposed Budget Ordinance.

**MOTION:**

Commissioner Byrd made a motion to approve with the addition of \$60,000 in the Parks and Recreation Budget and not closing any parks, seconded by Commissioner Watts. The motion unanimously passed.

*The updated FY: 2023-2024 budget ordinance is housed in the clerks’ office.*

**Agenda Item #11: PLANNING DEPARTMENT – ESTABLISH a PUBLIC HEARING for TEXT AMENDMENT:**

Director Dr. Gary Lanier requested the Columbus County Board of Commissioners to establish a public hearing on Monday June 19<sup>th</sup>, at 6:30, or as soon as can be heard, with regard to the proposed modification of the definition of a Multi-Family Dwelling Unit within the Columbus County Code of Ordinances.

**MOTION:**

Commissioner Byrd made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

**ORDINANCE NO. \_\_\_\_\_**

**TO AMEND THE COLUMBUS COUNTY LAND USE REGULATIONS ORDINANCE, CHAPTER 10, ARTICLE 8 – GENERAL USE DISTRICT ZONING AREA REGULATIONS, SECTION 2, OF THE CODE OF ORDINANCES, TO CHANGE THE DEFINITION OF MULTI-FAMILY DWELLING UNITS FROM “THREE OR MORE HOMES ON A SINGLE PARCEL OR ARE CONSTRUCTED WITHIN A SINGLE BUILDING”, TO “TWO OR MORE HOMES ON A SINGLE PARCEL OR ARE CONSTRUCTED WITHIN A SINGLE BUILDING”.**

WHEREAS the Board of Commissioners wishes to amend the Columbus County Subdivision Ordinance and the Code of Ordinances to protect the presence of sensitive natural areas such as floodplains, wetlands, and other natural and cultural assets from development which would damage these resources or diminish their integrity; and,

WHEREAS the Board of Commissioners also wishes to amend the Columbus County Subdivision Ordinance and the Code of Ordinances to protect land areas that are devoted to agriculture and characterized by low-density residential development and, as such, preservation of the rural character of these lands, as well as the protection of valuable farmlands, and environmental and cultural resources, is deemed to be in the best interest of the County and its citizens; and,

WHEREAS the Columbus County Board of Commissioners, in a separate motion, has considered the following amendment and determined that the amendment is consistent with the Comprehensive Land Use Plan and reasonable; and

THEREFORE, The Columbus County Land Use Regulations Ordinance, Chapter 10, Article 8 – General Use District Zoning Area Regulations, Section 2, of the Code of Ordinances is hereby amended to change the definition of Multi-Family Housing from three or more homes on a single parcel or are constructed within a single building to two or more homes on a single parcel or are constructed within a single building.

This amendment shall become effective upon adoption. Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**Agenda Item #12: SHERIFF’S OFFICE – APPROVAL of the QUOTE to REPLACE LOCKS at the DETENTION CENTER:**

Chief Jail Administrator Captain Robert Creech is requested the approval of the quote from the sole source for \$271,536.00 to replace 84 locks on the cells at the detention center. Funds will come from the Detention Center’s additional revenue.

**MOTION:**

Commissioner Floyd made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.


*\*the full breakdown of the Willo Products Company patent and explanation of the quote is housed in the clerks’ office*

**Agenda Item #13: TRANSPORTATION – APPROVAL to BEGIN the PRE-APPLICATION for the 5311 GRANT for FY2025:**

Transportation Director Joy Jacobs requested the approval to start the pre-application process for the 5311 Grant which helps fund the operations system.

**MOTION:**

Commissioner Byrd made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.



INTEGRATED  
MOBILITY  
DIVISION

UNIFIED GRANT APPLICATION

FY 2025 DELEGATION OF AUTHORITY

Date: 05/12/23

I, Ricky BullardChairman

as the designated party for  
Columbus County

with authority to submit funding applications and enter into contracts with the North Carolina  
Department of Transportation and execute all agreements and contracts with the NCDOT  
Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as  
indicated below:

Primary Designee: Joy Jacobs/Director  
Columbus County Transportation

Reimbursement Requests:

☒ YES

Budget Revisions:

☒ YES

Budget Amendments:

☒ YES

Period of Performance Extensions:

☒ YES

Other

☐ YES

Alternate Designee #1: Lacie Jacobs/Finance Director  
Columbus County

Reimbursement Requests:

☒ YES

Budget Revisions:

☒ YES

Budget Amendments:

☒ YES

Period of Performance Extensions:

☒ YES

Other

☐ YES

Alternate Designee #2: Edwin H Madden, Jr/County Manager  
Columbus County

Reimbursement Requests:

☒ YES

Budget Revisions:

☒ YES

Budget Amendments:

☒ YES

Period of Performance Extensions:

☒ YES

Other

☐ YES

Signature

FY 2025 DELEGATION OF AUTHORITY  
Last Updated: 04/02/2022





UNIFIED GRANT APPLICATION

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Columbus County is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a>
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official

Joy Jacobs/Director  
Type Name and Title of Authorized Official

05/12/23

Date



UNIFIED GRANT APPLICATION

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 100 (+) or more transit-related employees\*; and
- b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:  
Columbus County

Organization Type:  
Transit Agency

TrAMS ID: \_\_\_\_\_ (if applicable)

- 1. How many employees do you have in your organization? \_\_\_\_\_
- 2. How many of those employees are \*transit related? \_\_\_\_\_

\*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

\*\*If EEO requirement is not applicable check here ☒, sign below, and submit, otherwise complete remaining questions.

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name \_\_\_\_\_

Date 05/12/23

Title \_\_\_\_\_



UNIFIED GRANT APPLICATION

3. Does your agency submit an EEO Program? \_\_\_\_\_  
If yes, what is the date of your last submission? \_\_\_\_\_
4. Does your agency submit an Abbreviated EEO Program? \_\_\_\_\_  
If yes, what is the date of your last submission? \_\_\_\_\_
5. Do you contract out any of your transit services? No \_\_\_\_\_  
If no, skip to question 7. If yes,  
a. What is the name of agency (s)? \_\_\_\_\_  
b. How many transit employees does the agency have? \_\_\_\_\_  
c. Does the agency submit an EEO Program/Abbreviated EEO Program to you? \_\_\_\_\_  
If yes, what is the date of their last EEO/Abbreviated EEO submission? \_\_\_\_\_
6. What is the date of your last Triennial Review (If applicable)? \_\_\_\_\_  
a. Were there any deficiencies? \_\_\_\_\_  
If yes, in what area(s) \_\_\_\_\_  
b. Are any of the deficiencies still open? \_\_\_\_\_  
If yes, in what area(s)? \_\_\_\_\_
7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? \_\_\_\_\_  
a. Were there any deficiencies? \_\_\_\_\_



UNIFIED GRANT APPLICATION

If yes, in what area(s) \_\_\_\_\_  
\_\_\_\_\_

b. Are any of the deficiencies still open? \_\_\_\_\_  
If yes, in what area(s)? \_\_\_\_\_  
\_\_\_\_\_

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name \_\_\_\_\_

Date 05/12/23 \_\_\_\_\_

Title \_\_\_\_\_

\





UNIFIED GRANT APPLICATION

TITLE VI PROGRAM REPORT  
SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects

Legal Name of Applicant: Columbus County  
(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against  
Columbus County (Transit System Name) during the period July 1, 2022 through June 30, 2023.

Signature of Authorized Official

Joy Jacobs

Type Name and Title of Authorized Official

05/12/23

Date

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against  
(Transit System Name) during the period July 1, 2022 through June 30, 2023.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official

Joy Jacobs

Type Name and Title of Authorized Official

Date

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes Date of last plan update: 11/15/21



UNIFIED GRANT APPLICATION

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2025

APPLICANT'S NAME: Columbus County

PERIOD COVERED

E-MAIL ADDRESS: joy.jacobs@columbusco.org

From: 07/01/2024

VENDOR NUMBER: 27525

To: 06/30/2025

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2025:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2025. No

Signature of Authorized Official

Date

Transportation Director Joy Jacobs is requesting the approval of the proposal from the chosen vendor, First Transit, for the operations and Management of the Transportation system.

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

*\*the full proposal from First Transit is housed in the clerk’s office.*

COLUMBUS COUNTY  
5.1.3.1. PRICE PROPOSAL FORM

I hereby swear (or affirm) under the penalty of perjury:

(1) That I am the respondent (if the bidder is an individual), a partner in the proposing firm (if the bidder is a partnership), or an officer or employee of the respondent having corporation authority to bind the company to any contract arising from this procurement.

(2) That the price proposal has been arrived at by the respondent independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition.

(3) That I have read the Request for Proposal and fully understand the requirements outlined therein and this price proposal has been prepared reflecting all elements of the scope of work.

(4) The price proposal is binding on \_\_\_\_\_ for a period of sixty (60) days following receipt of proposals by THE COUNTY.

**Price Proposal:** [Rate/mile or /hour figure must be supported by attached estimated operating budget]

(1) The price per vehicle mile of operation in FY 2024 (July 1, 2023 – June 30, 2024) is: \_\_\_\_\_  
\$2.86 with the conventional driver employed by the contractor.

(2) The price per vehicle hour of operation in FY 2024 (July 1, 2023 – June 30, 2024) is: \_\_\_\_\_  
\$70.18 with the conventional driver employed by the contractor.

**Subsequent Years (FY 2025, FY 2026)**  
THE COUNTY will negotiate with the successful contractor for rates in Years 2 and 3 of this contract. THE COUNTY is under no obligation to execute a contract for these years if the Contractor's price proposal is greater than the rate of inflation for that year.

Signature: \_\_\_\_\_ Date: 5.19.23

Title: W.C. Pihl, Senior Vice President - Business Development

Firm: First Transit, Inc.

Columbus County Request for Proposal  
Management, Operation, and Maintenance of a Coordinated Transportation System  
April 5, 2018  
Page 1

Corporate  
First Transit, Inc.  
CORPORATE  
SEAL  
1969  
DELAWARE



COLUMBUS COUNTY Transit Service  
Detailed Cost Analysis  
[Suggested Format]

**Assumptions:**  
Annual Vehicle Miles based upon 400,000 Miles [County Estimate]

Respondent Contract Benefits:

- Contractor to provide their own fuel. Tax-free gas purchased through the county.
- Contractor to provide their own maintenance.
- Free Office Space, with no heating or cooling utility costs and county building maintenance. Fleet Parking at facility, made available by Columbus County. Free garbag pickup.
- Contractor to pay for their own telephone needs. Telephone system provided by county.
- Camera System & Vehicle Radios (Verizon Push to Talk Phones) provided by CCT.
- Late model vehicle fleet in excellent condition with NCDOT approving a timely replacement schedule for older model vehicles.
- Quarterly meetings of the CCTAB with excellent participation from the Agencies using the system.
- On site County Coordinator, offering the contractor direct assistance in working with the agencies and managing the system.

Cost Categories	Estimated Cost	Subtotal
<u>Labor:</u>		
<u>14</u> # of part-time Drivers; annual cost [Driver entry level hour wage is \$14.56 ]	\$428,086.08	
<u>2</u> # of full time Dispatchers; annual cost [Minimum of two office dispatchers required]	\$33,529.60	
<u>1</u> Resident Manager; annual cost	\$33,216.51	
<u>1</u> Other positions: <u>Safety Supervisor</u> [position type]	\$33,529.60	
Fringe Benefits	\$80,187.68	
SUBTOTAL	\$608,549.47	
<u>Professional Services:</u>		
Software Operating System	\$50,874.71	
Accounting Services		
Other, <u>AssetWorks (Maintenance Software)</u>		

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SUBTOTAL	\$50,874.71
<u>Supplies and Materials:</u>	
Office Supplies	\$15,160.61
Training Materials	\$3,296.00
Janitorial Supplies	
Other: <u>Fuel and uniforms</u>	\$131,252.51
SUBTOTAL	\$149,709.12
<u>Travel and Transportation:</u>	
Staff Travel and Training	\$15,374.88
Vehicle Preventive Maintenance	\$37,086.68
Vehicle Body-work	\$13,204.05
Vehicle Tires	\$14,641.21
Other	
SUBTOTAL	\$80,306.82
<u>Communications:</u>	
Telephone lines and service	\$6,566.25
Office Equipment [PC, printer, fax, office equip.]	\$1,139.68
Hardware repairs and maintainence service	
Postage	
Other	
SUBTOTAL	\$7,705.93
<u>Insurance and Bonding:</u>	
Comprehensive General Liability	\$7,804.28
Comprehensive Vehicle Liability	\$87,374.05
Worker's Compensation	\$35,558.59
Other: Corporate support/overhead and profit	\$81,373.08
SUBTOTAL	\$219,928.71
ESTIMATED TOTAL OPERATING BUDGET	\$1,117,074.76

County Reimbursements (not included above)	
Liability Insurance	(\$68,427.64)
Manager & Assistant Salary	(\$88,471.36)
NET TOTAL OPERATING BUDGET	\$1,273,973.76
COST PER MILE PROPOSAL	\$2.86

Transportation Director Joy Jacobs requested the approval of the contract and lease agreement from the chosen vendor, First Transit, for the operations and Management of the Transportation system

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

CONTRACT  
To provide  
Community Transportation Services  
For  
Columbus County, North Carolina  
"Columbus County Transportation"

This contract made and entered into this \_\_\_\_1<sup>st</sup> day of \_July, 2023, by and between the County of Columbus, 127 W Webster St, Whiteville, NC 28472, hereinafter referred to as "County" and First Transit, Inc., hereinafter referred to as "Contractor".

Witnesseth:

Whereas, County desires to purchase cost-effective and efficient transportation services at a coordinated and economical rate per mile sufficient to meet a specific level of service in order to accomplish the goals of *Columbus County Transportation* (CCT) and to provide effective, quality mobility choices to passengers who are served through Columbus County Transportation; and

Whereas, Contractor agrees to enter into this agreement, the following articles are set forth herein.

NOW, THEREFORE, in consideration of the mutual agreement, the following articles are set forth:

I. TERM OF AGREEMENT: July 1, 2023 THROUGH June 30, 2026

A. This contractual agreement shall be in force from July 1, 2023 - June 30, 2026, at rates mutually agreed between County and Contractor, and shall be binding on all parties participating in the coordinated system.

II. CONTRACTOR WILL:

A. Provide all administrative and related services to ensure reliable transportation at the lowest possible cost, and will schedule all services on a vehicle/space available basis;

B. Lease a sufficient number of County vehicles for the sum of \$1.00 per vehicle per year in providing transportation for the participating human service agencies and any other general public transportation programs; and guarantees that county vehicles will be used as the primary source of vehicles in providing this service;

C. Manage and operate the system for a thirty-six month period beginning July 1, 2023 and ending June 30, 2026 with option to renew under the terms of this agreement by mutual consent for two additional one-year periods. Managing and operating the system is understood to include: Employing staff and drivers; Purchasing fuel, supplies, and insurance as required; Leasing vehicles; Maintaining and dispatching vehicles; Maintaining financial and operation's records; Billing the participants for the transportation provided; Coordinating client transportation to provide the maximum number of client trips at the lowest reasonable cost to the participating agencies; Appropriately train and supervise

drivers to be sensitive to the special needs of the passengers of the system; Collecting any surcharge for the county as directed;

D. Prepare and submit a statistical performance progress report monthly for presentation to the county, showing the number of agencies participating, miles driven, passengers served, system cost for the month, total number of client trips per day and per month, fuel consumed, total fuel cost, and average fuel cost per gallon, reimbursement rate per mile, total system cost per day and per month and the system cost per client trip; Provide the county with summaries on a periodic basis; Assist in the completion of funding requests and annual minor Integrated Mobility Division (IMD) reports and updates;

E. Prepare and submit statistics to the county for such reports as may be required by the North Carolina Department of Transportation;

F. On an on-going basis, evaluate the performance of the system for the purpose of identifying potential operational and passenger batching improvements, and assist the county in implementing the recommendations of the local area IMD;

G. Provide transportation only to authorized passengers of the system and bill all agencies on a monthly basis, utilizing an itemized invoice;

H. Make available to the county, upon request any written records pertaining to client use statistics, dispatch activities and vehicle data and maintain separate line item accounts for revenues and expenses for the surcharge escrow account;

I. Ensure that specified liability, collision, and comprehensive insurances are in force on all vehicles as evidenced by the attached certificate of insurance, and hold harmless the county and its officers, employees, and agents and all of their respective heirs and representatives for and from every claim, demand, liability, loss, damage, or expense of any nature whatsoever, and all cost or expenses incurred in connection there with which arise at any time by reason of damage to the property to any individual, firm, corporation or other entity or personal injury or death to any person and any other claim occurring or arising out of the performance by any CONTRACTOR member, officer, employee, or agent; with each party being named as additional insured on the other party's insurance policies;

J. Immediately notify the county of any accidents or incidents involving any vehicles or clients, whether or not damage or injury results, and make a detailed report of the accident or incident to the director of the agency whose clients were involved, and to the Public Transportation Director of Columbus County within forty-eight (48) hours;

K. Adhere to the holiday schedule adopted by Columbus County for its county offices;

L. Follow the Columbus County policy for closing of transportation routes in the event of inclement weather during the year. In no case will the vehicles operate in sustained winds in excess of 35 miles per hour;



M. Bill participating agencies, for year one of the contract, for transportation provided at the rate of \$2.86 per vehicle mile within Columbus County, and \$29.00 per hour, out of county, floating per trip charges on an assumption of 400,000 miles, for service provided during the hours of 6:00 am to 6:00 pm, Monday through Friday, subject to revisions in governing laws, regulations, or taxes, within the following conditions attached:

1. Changes in the average per gallon price of fuel (minus taxes) paid each month over the base fuel price of \$3.50 per gallon will be compensated by a change in the mileage rate paid to CONTRACTOR as follows:

a. for every \$0.05 increase in the per gallon price, the mileage reimbursement rate will be increased by \$0.005 per mile.

b. for every \$0.05 decrease in the per gallon price, the mileage reimbursement rate will be decreased by \$0.005 per mile.

2. There will be no charge for Waiting Time or No Shows.

3. CONTRACTOR NORTH AMERICA will furnish additional vehicles to the county upon request, at a rate to be determined and mutually agreed upon at the time of request.

4. CONTRACTOR agrees not to invoice for any trip for which notice of cancellation was received at least one hour prior to the scheduled service.

N. CONTRACTOR NORTH AMERICA agrees to continue to provide CTS or an equivalent software program that meets the requirements of Columbus County Transportation reporting and approval.

O. CONTRACTOR agrees to record and maintain all maintenance records in AssetWorks and forward any required reporting data to NCDOT/IMD via the software, AssetWorks;

P. CONTRACTOR agrees to bear the cost of switching out the camera and radio systems from vehicles that are being taken out of service and installing the cameras on new vehicles that are coming into the system;

Q. CONTRACTOR agrees to assume Workers' Compensation claims for all CONTRACTOR employee injuries occurring at the Columbus County Transit Facility. Columbus County will be responsible for all Columbus County employees' Workers' Compensation claims for injuries occurring at the Columbus County Transit Facility.

III. Columbus County Will:

- A. Provide a sufficient number of vehicles to serve participating agencies in the system and lease those vehicles to CONTRACTOR at the rate of \$1.00 per vehicle per year;
- B. Prepare and submit to the North Carolina Department of Transportation any grant proposals and funding requests for replacement of vehicles for the system, with the assistance of CONTRACTOR staff;
- C. Agree to reimburse CONTRACTOR for administrative services performed by CONTRACTOR staff on behalf of the county regarding coordination of the county's Human Service Transportation Management Grant application to the North Carolina Department of Transportation. CONTRACTOR will prepare a monthly invoice in the amount of \$7368.11 plus \$5702.30 for insurance supplements for the services rendered and submit to the county for payment;
- D. Ensure that participating agencies provide CONTRACTOR with information regarding authorized passengers and service requests prior to 2:00 pm on the day prior to the day transportation is required;
- E. When requesting vehicles for special trips outside the regular system operation, make such request to CONTRACTOR with sufficient notice to allow CONTRACTOR to arrange for the vehicles and drivers;
- F. Ensure that participating agencies reimburse CONTRACTOR for transportation services provided at the rates set out in provision II above within thirty (30) business days after receipt of each monthly invoice;
- G. Indemnify and hold harmless CONTRACTOR and its present and future officers, employees, and agents, and all of their respective heirs and representatives for and from any claim, demand, liability, loss, damage and expenses incurred in connection therewith which may arise at any time by reason of damage to the property of any individual, firm, corporation or other entity or personal injury or death to any person and any other claim arising out of the performance by any county member, officer, employee, or agent or occasioned by any actual negligent act or omission of any county member, officer, employee, or agent;
- H. Indemnify and hold harmless CONTRACTOR from any claim, action, liability, suit, cost or expense (including increased operational expense, attorney and legal defense fees), arising from the following:
  - 1. Failure of CONTRACTOR to pickup and/or dropoff agency clients at the appointed times and locations when such failure is due to incorrect or inadequate information being provided to CONTRACTOR by the county or agencies.
  - 2. Failure of agency clients being properly cared for before or after pickup and/or dropoff times and/or locations as specified by the county or agencies.
- I. Agree not to enter into any third party covenants that would impact this contract without the written consent of CONTRACTOR and to renegotiate the contract terms to reflect any such third part covenants.

IV. REDUCTION IN AVAILABLE FUNDS

A. This contract is made on the basis that each of the participating agencies will receive certain monies from agencies of the United States or the State of North Carolina, and in the event the funding to those agencies is reduced or eliminated, it is understood that the participation by that agency must necessarily be reduced or eliminated. In such event, the county will promptly notify CONTRACTOR, and the obligations of CONTRACTOR in such event are to be adjusted in accordance with the circumstances as to that agency and its clients.

V. OTHER CONTRACTOR AGREEMENTS

A. Provide all services as an independent contractor and will ensure reliable, efficient, and safe transportation services at a reasonable cost to the County. Contractor will be appropriately licensed for the work required as a result of this Contract. The costs for any required licenses or permits shall be the responsibility of the Contractor. There will be no assignment, transfer of interest, or delegation of Contractor's rights, duties, or responsibilities hereunder without the prior written approval of County. Except as expressly provided otherwise herein, Contractor is liable for any and all income taxes due as a result of this contract.

B. Contractor understands that this Contract is pursuant to agreements between

County and the North Carolina Department of Transportation, the United States Department of Transportation, Federal Transit Administration and/or other agencies and organizations that may contract for services through Columbus County Transportation. Contractor will cooperate with and follow the direction of Columbus County, in association with its Transportation Advisory Board, in carrying out the provision of transportation services provided through Columbus County Transportation, and in implementing policies and procedures related thereto.

- a. Supervise, recruit, hire, promote and manage qualified personnel necessary to coordinate services as described herein.
  - b. Contractor agrees to provide appropriate training as required and on a timely basis; collect fares as applicable; and comply with all service standards and specifications set forth in association with services provided through Columbus County Transportation.
  - c. Provide transportation services (ie, subscription, demand response, fixed route and deviated fixed route) under this contract only to passengers authorized by Columbus County through member agency memorandum of understandings or purchase orders. Vendor is responsible for following Columbus County's Policies and service guidelines. All transportation services will be scheduled and delivered on a vehicle/space available basis.
  - d. Provide reasonable assistance to the County with all necessary or required information for federal, state, and other reports, financial and cost allocations, budgets, capital improvement needs, grant applications, performance reports, vehicle data, and other related documentation needs. Contractor will collaborate with the County to determine ways to improve current services, provide for better cost efficiency and effectiveness, and/or develop new and additional services and mobility options as associated with County's Community Transportation Program. Comply with all federal, state, and local laws and regulations applicable to the provision of services under this contract, including but not limited to: Disadvantaged Business Enterprise requirements, Buy America requirements, applicable OSHA guidelines, HIPPA Compliance including regulations regarding bloodborne pathogens; Americans With Disabilities Act; Department of Labor regulations and standards; NC Child Day Care Licensing and Registration Law and Daily Transportation Requirements; and Home and Community Care Block Grant guidelines.
- B. Make available all billing information to resolve any sponsoring agency and/or Columbus County billing disputes upon request in a mutually acceptable format. Other reporting information may be requested and should be provided in a mutually acceptable format.
- C. All Contractor vehicles are to be maintained, at a minimum, in accordance with manufacturers specifications and/or in accordance with the state's vehicle maintenance standards. It will be the Contractor's responsibility to keep the vehicles clean both inside and out.
- D. Contractor certifies that it understands that state and/or federal laws, regulations, policies, and related administrative practices applicable to any contract resulting from or associated as a part of the RFP may be modified from time to time. Contractor agrees that the most recent state and/or federal requirements shall govern the administration of this Contract at any particular time and agrees to comply with any new state and/or federal laws, regulations, policies, and administrative practices that may be established and applicable following the date of this Contract. Contractor may be equitably compensated for any additional unanticipated financial burdens imposed upon it by any such changes upon mutual agreement. Administrative costs attributable to changes in reporting requirements shall not be considered for additional compensation. Contractor agrees that this Contract shall establish minimum requirements. Contractor will be bound by the same terms and conditions of applicable federal and state regulations, as supplementary provisions of this Contract, as are imposed on County for the proper administration of this Contract.
- E. Contractor agrees that no employee, officer, board member, or agent of its firm may participate in the selection, award, or administration of a contract supported by federal funding if a real or apparent conflict of interest would be involved. Additionally, Contractor further certifies that no work will be performed under a contract which may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor or impair his or her objectivity in performing the work. No member or delegate to the Congress of the United States will be admitted to any share or part of a contract that results from the RFP or to any benefit arising there from.
- F. Make no claims against and County will not be liable for additional payment or any other concession because of contractor's misinterpretation or misunderstanding of this Contract, or of any failure to fully acquaint itself with any of the conditions, documents, regulations, etc., relating hereto.
- G. To be bound by and comply with Federal and State confidentiality requirements, including but not limited to, N.C.G.S. 122C-52 et al, seq. and, where applicable, 42 U.S.C. Section 290dd-3 and 42 C.F.R. Part Two. The Contractor shall undertake appropriate procedures to safeguard confidential information. To the extent any Contractor or Contractor staff comes into possession of information that is confidential it shall remain confidential and protected.
- H. Contractor agrees to assure compliance with all of its internal policy and procedures and will make exception only with written approval from CCT's Transportation Director. Any change to Contractor's policy and procedure after effective date of this Agreement will be provided to CCT's Transportation Director upon endorsement.
- I. Contractor agrees to notify Columbus County Human Services within twenty four (24) hours of:
  - a. Any changes in ownership or business address.
  - b. Any legal or governmental action initiated against the Contractor, including but not limited to an action: (1) for negligence, (2) for violation of law, or (3) against any license, certification or accreditation, which if successful, might impair the ability of the Contractor to carry out the duties and obligations assumed under this contract.
  - c. Insolvency or pending bankruptcy by the Contractor.
  - d. Any other condition or occurrence that might impair the ability of the Contractor to carry out the duties and obligations assumed under this contract.
- J. Debarment and Suspension.
  - a. The Contractor agrees to comply with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.
  - b. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency. Contractor shall notify Columbus County of any change or pending change that would affect their ability to do business as reflected in this agreement.
- K. **Lobbying Restrictions.** The Contractor agrees that:
  - (1) It will comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and
  - (2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.
  - (3) Contractor agrees to disclose the activities of all lobbyists paid to influence or attempt to influence government officials for federal grants or contracts.
- L. **Substance Abuse.** To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:
  - a. **Drug-Free Workplace.** U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.
  - b. **Alcohol Misuse and Prohibited Drug Use.** FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.
- M. **Access to Records of Contractor and Subcontractors.** The Contractor shall permit the, FTA, USDOT, the North Carolina Department of Transportation or the County to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The North Carolina Department of Transportation shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The North Carolina Department of Transportation shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to

provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

N. **Civil Rights.** The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

**1. Nondiscrimination in Federal Public Transportation Programs.** The Contractor agrees to comply with all provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

**2. Nondiscrimination – Title VI of the Civil Rights Act.** The Contractor agrees to comply, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

**3. Equal Employment Opportunity.** The Contractor agrees to comply with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly:  
(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.  
(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

**4. Disadvantaged Business Enterprises.**

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds in order to create a level playing field. The Contractor is also encouraged to give every opportunity to allow DBE participation in

subcontracts/subagreements. Even though specific DBE goals may not have been established for this contract, the Contractor shall exercise all necessary and reasonable steps to ensure Disadvantaged Businesses Enterprises participate in the procurement of commodities and services using funding from this contract.

(2) Obligation. The Contractor and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the North Carolina Department of Transportation deems necessary.

(3) Definitions. For purposes of this provision the following definitions will apply:

(a) Socially and economically disadvantaged individuals means a person who has a net worth of \$750,000 or less and is a citizen or lawful permanent resident of the United States and who is:

1. A Black American
2. A Hispanic American
3. A Subcontinent Asian American
4. A Native American
5. An Asian-Pacific American
6. A Woman
7. Members of other groups, or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(d) of the Small Business Act, as amended [15 U.S.C. 637(d)].
8. Members of other groups, or other individuals found to be economically and socially disadvantaged by the Department under the Criteria for Disadvantaged Business Enterprises as published by the Department.

(b) Disadvantaged Business Enterprise (DBE) means a for-profit small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The Contractor and its subcontractors can access a list of Disadvantaged Business Enterprises (DBE) which have been certified as such by the Department at the following Web site: (<http://apps.dot.state.nc.us/vendor/directory/>). Only those DBE firms with current certification may be considered for participation. The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

(4) Procurement of Goods and Services.



- (a) Procurement of Goods. In accordance with 49 C.F.R. 26, the Contractor is required to report all DBE procurement activity to the Department as defined in Subsection 8d(5) of this Agreement.
- (b) Advertisement for the Procurement of Services (including Management Contracts).

1. When soliciting proposals for work to be subcontracted under this Agreement, the Contractor shall require all proposers to submit a listing of DBE participation. Proposers must indicate the total dollar value of DBE participation, or the word "zero" or number "0" in the event of no DBE participation. Blank forms will not be deemed to represent zero participation. Proposals submitted that do not have DBE participation indicated on the appropriate form will be considered non-responsive. Only those DBE firms with current certification by the Department will be considered acceptable for listing in the submittal of DBE participation.
2. The form for listing of DBE subcontractors must include the following required information: the names and addresses of DBE firms committed to participate in the contract; the description of the service or item to be performed and/or provided by each DBE firm; and the anticipated utilization of each DBE based on planned efforts.
3. The proposer is required to submit written documentation of its commitment to use a DBE subcontractor and written confirmation from each DBE listed in the proposal form, indicating their participation in the contract. The North Carolina Department of Transportation will not allow any substitutions, deletions, or other alterations to the listing of firms committed for DBE participation and/or the respective listed contract item numbers after the opening of the bid. The North Carolina Department of Transportation will not allow adjustments to total dollar amount of DBE participation after the opening of bids that would result in the DBE participation being less than the anticipated utilization. The only exceptions to the requirements of this subsection will be: (1) to allow for replacement of a DBE firm that had been decertified after opening of proposals, and (2) to allow alteration of the listed contract item numbers subject to the proposer submitting sufficient documentation to verify an obvious error in the initial submittal.
4. If any DBE subcontractor submitted on the form for listing of DBE subcontractors is terminated or fails to complete its work on the contract for any reason, the contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work of the contract as the DBE that was terminated. If a proposer has listed a DBE firm in its proposal and that DBE subcontractor is subsequently decertified by the North Carolina Department of Transportation, then the proposer is not required to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract utilization but may not be counted toward the overall program goal.
5. If a subcontractor is determined to be an eligible DBE firm and certified by the North Carolina Department of Transportation, the total dollar value of the

participation by the DBE will be counted toward the utilization. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the contractor.

6. When a DBE performs as a participant in a joint venture, the contractor may count toward its DBE utilization a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
7. The Contractor may count toward its DBE utilization only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the North Carolina Department of Transportation will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
8. Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract utilization. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract utilization. If a DBE Firm or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.
9. All requests for approval of subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the proposer and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Department's Form RS-2, or in lieu of using the North Carolina Department of Transportation's Form, copies of the actual executed agreement between the proposer and the DBE subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontracts/subagreements involving DBE subcontractors. The RS-2 certification forms may be obtained from the North Carolina Department of Transportation. These certifications shall be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

(5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise firms, contractors at all levels shall provide the North Carolina Department of Transportation with an accounting of said payments. This accounting shall be submitted to the North Carolina Department of Transportation with requests for reimbursement. The accounting shall list, for each payment made to a Disadvantaged Business Enterprise firm, the following:

- (a) DOT Project Number
- (b) Contractor Name and Federal Taxpayer ID

- (c) Receiving Subcontractor and Reporting ID
- (d) Amount of Payment
- (e) Date of Payment

This document shall be on the North Carolina Department of Transportation's DBE Subcontractor Payment Information Form. A responsible fiscal officer of the Contractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of the required form will be distributed with the grant award letter or may be obtained from the North Carolina Department of Transportation.

10. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

11. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

12. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the North Carolina Department of Transportation determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

13. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections: To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

14. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the North Carolina Department of Transportation determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

15. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the North Carolina Department of Transportation determines otherwise in writing.

15. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the North Carolina Department of Transportation determines otherwise in writing.

**O. Clean Air and Clean Water.** The Contractor agrees to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

- (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and
- (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

- P. **Energy Conservation.** The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the North Carolina Department of Transportation determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with State assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.
- Q. **Charter Service Operations.** FTA defines charter service as *transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose, under a single contract, at a fixed charged for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.* The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities and equipment funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities.

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that the North Carolina Department of Transportation determines otherwise in writing.

Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the North Carolina Department of Transportation.

**R. School Transportation Operations.** The Contractor agrees that neither it nor any public transportation operator performing work in connection with the Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f)

or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the North Carolina Department of Transportation.

**S. Federal Changes.** Contractor shall at all times comply with all applicable Federal laws and FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**T. Transit Employee Protective Provisions.** (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**VI. MISCELLANEOUS:**

**A. Termination**

1. This Contract may be terminated for just cause by either party upon (30) days written notice, or for convenience of either party upon (60) days written notice. **CONTRACTOR asked if this statement could be added: Contractor may terminate this Agreement upon not less than 180 days written notice to the County.**
2. If either party willfully violates any of the covenants or duties imposed upon it by this Contract, such willful violation will entitle the other party to terminate this Contract. The party desiring to terminate for such cause will give the offending party at least ten (10) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Contract will be deemed terminated.
3. In the event of any termination, County shall pay the agreed rate only for services delivered up to the date of termination and County has no obligation to pay Contractor for services of any kind rendered after the date of termination. Contractor will deliver all data, records, equipment, and materials to County within ten days of the effective date of termination.
4. All written notices and communications under this Contract will be mailed, delivered or sent by facsimile for confirmation to County and Contractor at the following addresses:

Notices to County shall be addressed to:  
 Joy Jacobs, Transportation Director  
 Columbus County Transportation  
 290 Legion Dr.  
 Whiteville, NC 28472

Notices to Contractor shall be addressed to:  
 CONTRACTOR  
 General Counsel  
 720 E Butterfield Rd, Suite 300  
 Lombard, IL 60148

Either County or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

B. Amendments or changes to this Contract will be submitted in writing, and will become part of this Contract when agreed upon by both parties.

C. Written modifications and amendments signed by both parties will take precedence over documents listed below. Whenever any conflict appears in any portions of the Contract, it will be resolved by application of the order of precedence. All Contract documents are incorporated herein by reference and made a part hereof.

D. Should any term, condition, or provision of this Contract or any of the documents made a part hereof, or any portion thereof, be declared by a court of competent jurisdiction to be void, unenforceable, or illegal, such term, condition or provision or portion thereof will be severable, and the remainder thereof will remain in full force and effect.

E. This agreement shall be amended if mandated by the United States of America or the State of North Carolina or any of their respective agencies or departments or by any federal or state law, regulations, directive or order.

F. Contractor and County agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Contractor or County, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. This clause shall be included in any subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that this clause shall not be modified.

G. Contractor and County acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to actions pertaining to this Contract. Upon execution of this Contract, parties affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, both parties further acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the parties to the extent the Federal Government deems appropriate. Contractor and County further acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement submission, or certification to the Federal Government under a contract connected with this Contract or project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Sec. 5307, the Government reserves the right to impose penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Sec. 5307(n)(1) on the parties, to the extent the Federal Government deems appropriate. This clause shall be included in any subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that this clause shall not be modified.



H. County agrees that the Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of contractor. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood, tornadoes or other natural disasters; acts of government; riots, strikes, war or civil disorder; unavailability of fuel.

I. Failure to Perform. Notwithstanding any other provision of this contract if the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by Columbus County), the fixed cost reimbursement provisions of this contract shall not apply and the amount of payment toward the contractor's fixed cost will be determined by the County based on the amount of services actually delivered and the contractor's costs actually incurred.

VII. CONDITIONS OF PAYMENT

Contractor shall submit monthly billing no later than the 5<sup>th</sup> working day of the following month. All acceptable billing will be submitted for payment within 10 working days of receipt and payment shall occur within 14 working days of submission of request for payment. All reports shall be submitted in a format specified by or acceptable to Columbus County. Acceptance of documentation by Columbus County does not imply review for accuracy and/or adequacy. Inaccurate or incomplete documentation shall be returned to Contractor one time for correction within 10 working days of receipt. Requests for supporting documentation or explanations must accompany the return of the corrected invoice; otherwise disputed charges will be removed from the invoice prior to submission for payment. Inaccurate or incomplete billing returned to the Contractor will be considered for payment when received back from the contractor and upon acceptance by Columbus County. Billings having completed the dispute process will be subject to payment timeframes described in sentence number 2 above. Monthly and/or Quarterly reporting requirements outlined in the Scope of Work must accompany monthly invoices in order to facilitate invoice processing. Billing and invoicing procedures may be modified at any time and is subject to business process planning review.

VIII. RELATIONSHIP OF PARTIES

The Contractor shall operate as an independent contractor, and the County shall not be responsible for any of the Contractor's acts or omissions. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Contractor agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor or the employees of the Contractor. The Contractor further agrees that the Contractor is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Contractor shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The County shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing. The Contractor shall supply, at his sole expense, all equipment, tools, materials, personnel including administrative, operational, management staff, and all other employees, and supplies required to provide the contracted services unless otherwise agreed in writing. The Contractor shall comply with all federal, state and local laws regarding business

permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The Contractor shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement. It is further agreed by Provider that he shall obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein.

IX. INSURANCE

Insurance shall be procured by the Contractor before commencing work and shall be maintained without interruption for the duration of the contract, in the kinds and amount specified below. Failure to maintain the required insurance minimums shall result in the immediate termination of the contract, without redress.

Worker's Compensation

Workers Compensation, unemployment and disability, as required by law. Employer's Liability insurance in the amount of at least \$5,000,000.

Comprehensive General Liability

Comprehensive General Liability, including premises-operations; independent Contractor's protective; products and completed operations; broad form property damage shall be maintained as follow:

(1)	Per Person	\$1,000,000.00
	Per Occurrence	\$5,000,000.00
(2)	Property Damage: Combined Single Limit	\$5,000,000.00
(3)	Property damage liability insurance shall provide explosion and collapse coverage and underground coverage where applicable.	
(4)	Bodily Injury:	
	Per Person	\$1,000,000.00
	Per Occurrence	\$5,000,000.00
Comprehensive Automobile Liability: Owned, Non-owned and Hired:		
(5)	Bodily Injury:	
	Each Person	\$500,000.00
	Each Occurrence	\$1,000,000.00
	Aggregate	\$5,000,000.00
(6)	Property Damage:	
	Each Occurrence	\$500,000.00

Required Clause

Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after Columbus County shall have received written notice of such cancellation or reduction." These notices shall be sent to the Transportation Director.

**Certification and Additional Insured**  
The Contractor shall be required to have its insurance agent deliver to the Transportation Planner a Certificate of Vehicle Insurance and an Insurance Auto Schedule. The Certificate shall name Columbus County, its agents, and employees and participant agencies as additional insured. The Certificate shall state that the policy shall not be canceled without providing Columbus County a 30-day advance notice of the insurance carrier's intent to terminate the insurance.

**X. INDEMNIFICATION**  
The Contractor agrees to defend, indemnify, and hold harmless Columbus County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the Contractor or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Columbus County. It is the intent of this section to require the Contractor to indemnify Columbus County to the extent permitted under North Carolina law. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

The County agrees to defend, indemnify, and hold harmless the Contractor from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the County or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of the Contractor. It is the intent of this section to require the County to indemnify the Contractor to the extent permitted under North Carolina law.

**XI. NON-APPROPRIATION**  
It is the express intention of the parties that this contract shall remain in effect contingent upon Columbus County Human Services receipt of funding for the provision of services to eligible individuals. Upon thirty days (30) written notice of loss of such funding, Columbus County Human Services shall be relieved of the obligations of this contract and the term hereof shall automatically expire. In the event this contract is terminated prior to its expiration date, payment for services shall continue to the date of termination unless otherwise specified in the notice of termination.

**XII. NON-ASSIGNMENT**  
The Contractor shall not assign this Agreement, including rights to payments, to any other party without the prior written consent of the County.

**XIII. ENTIRE AGREEMENT**  
The Contractor and the County agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

**XIV. GOVERNING LAW**  
Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

**XV. WAIVER**

Failure of the County to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the County to enforce each and every provision.

**XVI. ATTACHMENTS**  
This Contract and the attachments identified herein constitute the entire Contract between the parties.

- A. Scope of Work
- B. Incentives Agreement
- C. Budget Worksheet

**XVII. Federal Certification Regarding Lobbying**  
The Contractor certifies, by signing this Agreement, its compliance with Section 2.18 of this Agreement.

**XVIII. Federal Certification Regarding Debarment**  
The Contractor certifies, by signing this Agreement, its compliance with Section 2.17 of this Agreement.

**XIX. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use**  
As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 2.19 of this Agreement.

**ACKNOWLEDGEMENT:**  
As signatories to this Contract, Contractor and County do mutually agree to abide by the terms of this Contract, and do hereby execute this Contract as of the date first above written.

**COUNTY OF COLUMBUS**  
127 W Webster St  
Whiteville, NC 28472

BY:

\_\_\_\_\_  
Ricky Bullard  
Chairman, Columbus County Commissioner  
Date \_\_\_\_\_

**CONTRACTOR**  
720 E Butterfield Rd, Suite 300  
Lombard, IL 60148

BY:

\_\_\_\_\_  
W.C. Pihl  
Senior VP, First Transit, Inc.  
Date \_\_\_\_\_  
Tax ID No. \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Attorney

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

\_\_\_\_\_  
Columbus County Finance Officer

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement, hereinafter referred to as "Agreement," is made and entered into this 1st day of July, 2023, between Columbus County, hereinafter referred to as "Lessor," and First Transit Inc, hereinafter referred to as "Lessee." This Agreement is a subcontract of the agreement(s) between the North Carolina Department of Transportation (NCDOT) and the Lessor. All other provisions contained in the agreement(s) between the North Carolina Department of Transportation and the Lessor, the Federal Transit Administration (FTA) Master Agreement (16) dated October 1, 2009, the State Management Plan for Federal and State Transportation Programs, and any subsequent amendments or revisions thereto, are herein incorporated by reference.

WITNESSTH:

Article I

Leased Vehicles: The Lessor hereby leases to the Lessee the vehicle(s) described in Exhibit 1 attached herewith and made a part hereof (hereinafter referred to as vehicle(s) upon the conditions and covenants set forth below). The vehicles shall be operated by the Lessee to serve the best interest and welfare of the Lessor and the public. The vehicles shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to the Lessee's employees and passengers. The Lessee shall adhere to all drivers' license requirements set forth by the State and Federal governments. (Commercial Driver's License is required for all vehicles with a capacity of 16 or more passengers, including the driver). The Lessee will be responsible for all fees incurred for the registration (license tag) of the vehicle; form MVR 330. Transfer of Registration, will need to be completed and filed with the N.C. Division of Motor Vehicles (NCDMV). The Lessee shall utilize the Lessor's equipment in accordance with the procedures and guidelines set forth in FTA Circulars 5010.1D, dated November 1, 2008 and 9040.1F, dated April 1, 2007, or any subsequent revisions or amendments thereto, the Lessor description set forth in the Lessor's application and the Transportation Development Plan (TDP), Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) for County. The Lessee shall not sublease the Lessor's equipment to another entity without the expressed written consent of the Lessor and the NCDOT/ Public Transportation Division (PTD).

Article II

Terms of Lease and Commencement Date: The term of this Agreement shall be for 12 months, commencing on July 1, 2023, the date that the vehicle(s) are placed in service by the Lessee, and continuing until June 30, 2024, or until this Agreement is canceled or terminated in writing by either the Lessor or Lessee, or by mutual consent, with 30 days advance notice. If the Lessor is leasing vehicles to a private operator (the lessee), the term of this Agreement shall run concurrent with the service agreement. The maximum term of any lease agreement shall not exceed five (5) years. In the event of breach or noncompliance with this Agreement, the Lessor may terminate this Agreement by giving the Lessee advance written notice. (See Article VII - Federal Requirements)

Article III

Consideration: In consideration for leasing the vehicle(s), the Lessee agrees to pay the Lessor \$1.00 per vehicle for the term of the Agreement, and the Lessee further agrees to bear all costs of maintenance, operation, and repair of leased vehicle(s) described in Exhibit 1. The Lessee agrees to hold Lessor harmless for any damages arising out of the use, maintenance, or operations of the leased vehicle by the Lessee or any third party for any purpose whatsoever, with the Lessee's responsibilities more fully described hereinafter.

Article IV

Routine Maintenance and Operation Expenses: The Lessee assumes the full and sole responsibility for maintaining the Lessor's equipment at a high level of cleanliness, safety, and mechanical soundness. The Lessee agrees to pay all charges for gasoline, oil, parts, services used or supplied for the vehicle during the term of this Agreement and shall indemnify the Lessor against all liability on such account. Lessor shall not be required to furnish any services, parts/materials, facilities or personnel to make any repairs to or maintain the vehicle(s); this is clearly and entirely the responsibility of the Lessee. The Lessee shall have a Preventive Maintenance Program/Schedule that, at a minimum, meets manufacturer guidelines and recommendations for maintaining vehicles. The Lessee must document and track all vehicle maintenance activities in a Preventive Maintenance Record format. The Preventive Maintenance Guidelines published by the Public Transportation Division or any subsequent Maintenance Program/Record issued by the division is available electronically upon request. This Maintenance program shall be tracked in AssetWorks, a software program required by NCDOT. The Lessor may require periodic reports on operation or maintenance activities.

The Lessor, the Public Transportation Division, the Federal Transit Administration, or any agent thereof, shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the leased equipment.

Article V

Liability and Insurance: The Lessee assumes all liability regarding the provision of passenger service while utilizing the leased vehicle(s) and agrees to indemnify the Lessor for any losses incurred by the Lessee, or its management, or Board of Directors because of tortuous conduct occurring in the course of the operation of leased vehicle(s). The Lessee will cover its activities and vehicle(s) with insurance sufficient to protect the Lessee, their management and Board of Directors, the Lessor, the Public Transportation Division, and the Federal Transit Administration from any loss whatsoever, in regard to vehicle(s).

The Lessee shall provide a copy of the insurance policy to the Lessor. On an annual basis, proof of adequate insurance shall be provided to the Lessor, the Public Transportation Division or any agent thereof.

Liability Insurance: North Carolina law requires continuous liability coverage to be in effect on the vehicle(s) during the entire time it is registered and the license plate is in your possession. The insurance must be provided by a company that is licensed to do business in the state of North Carolina. The law is designed to compensate accident victims for property losses and personal injuries and is designed for the Lessee's protection.

Fire and Other Casualty Insurance: The Lessee, at its own cost and expense, shall keep the vehicle(s) insured against loss or damage by fire or other risk now or hereinafter embraced by the term "comprehensive and collision coverage." The coverage shall be sufficient to create and assure a fund to be used to replace or repair the vehicle(s) in the event that damage or destruction necessitates the same. The Lessee shall be responsible for protecting the vehicle(s), based on the current market value, by maintaining adequate insurance throughout the Agreement period for the equipment. Failure of the Lessee to provide adequate insurance shall be considered a breach of this Agreement and, after notification by the Lessor, may result in termination of this Agreement.

The Lessee agrees to notify the Lessor immediately when any vehicle is withdrawn from service due to casualty loss. Fair market value shall be deemed to be equal to the damages paid by the Lessee's insurance carrier or from a self-insured reserve account. Lessor has no obligation for any loss in regard to the vehicle(s).

In no event shall salvage value be considered as fair market value for project equipment.

Article VI

Training: The Lessee assures that its vehicle operators are properly trained on vehicle operation and the correct use of special equipment, such as, but not limited to, wheelchair lift equipment and wheelchair tie-down mechanisms and restraints. The Lessor will provide proof of such training upon request.

Article VII

Leasing to a Private Operator: If the Lessee is a private operator under contract by a service agreement with the Lessor, all references in the service agreement, dated, are hereby incorporated by reference as is this Agreement incorporated by reference into the service agreement. The monetary consideration, indicated in Article III, may be waived.

Article VIII

FEDERAL/STATE REQUIREMENTS AND SPECIAL CONDITIONS

Because the project activities performed by grant recipients, subrecipients, or extended through to a lower tier contract or agreement must be carried out in accordance with the Master Agreement, the applicable Federal and State requirements and conditions must be included in this Agreement. The Lessee is responsible under federal law to comply with these requirements including, but not limited to, the following:

**Federal Changes** - The Lessee understands that any State or Federal laws, regulations, policies, and related administrative practices applicable to this Agreement may be modified, amended or promulgated from time to time during the term of this Agreement. The Lessee agrees and shall comply with the most recent of such Federal requirements that will govern this Agreement at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after this Agreement is executed and may apply to this Agreement. The Lessee's failure to so comply shall constitute a material breach of this Agreement. The following identifies, but is not limited to, the federal requirements that shall apply to this Agreement.

**Conflict of Interest** - No employee, officer, board member, or agent of the Lessee shall participate in the selection, award, or administration of a contract supported by State and/or Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

**Lobbying** - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601,et seq.). Lessee agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Debarment and Suspensions** - This Agreement is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Lessor is required to verify that none of the third party contractors, (Lessee), its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The Lessee is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Agreement, the Lessee certifies as follows:

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

The Lessor will be reviewing all third party contractors (Lessees) under the **System for Award Management** System at [www.sam.gov](http://www.sam.gov) before entering into any contracts.

**No Federal Government Obligations to Third Parties** - The Lessee acknowledges and agrees that, notwithstanding any concurrence by Federal and/or State Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by Federal and/or State Government, Federal and State Governments are not parties to this Agreement and shall not be subject to any obligations or liabilities to the Lessee, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

Civil Rights:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 § 6101 *et seq.*, section 202 of the Americans with Disabilities Act of 1990, 42 § 12101, and Federal transit law at 49 U.S.C. § 5332, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (a) The third party Lessee and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Lessee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Lessee agrees to comply with any implementing requirements FTA may issue.
- (b) **Equal Employment Opportunity Requirements for Construction Activities**. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Lessee agrees to comply and assures the compliance of each sublessee at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- (3) **Nondiscrimination on the Basis of Age** – The Lessee agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621

through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

**Access for Individuals with Disabilities** - The Lessee agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individual and individuals with disabilities. The Lessee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Lessee agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and



- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- (5) **Access to Services for Persons with Limited English Proficiency.** The Lessee agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005.
- (6) **Environmental Justice.** The Lessee agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.
- (7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Lessee agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.
- (8) **Other Nondiscrimination Statutes.** The Lessee agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.
- (9) The Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Clean Air Act –**

- (a) The Lessee agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7414 as amended and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Lessee agrees to report each violation to the Lessor and understands and agrees that the Lessor will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Lessee also agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T, and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Lessee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Lessee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- (c) The Lessee also agrees to include these requirements in each subcontract exceeding \$100,000

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financed in whole or in part with Federal Assistance provided by FTA.

**Clean Water –**

- (a) The Lessee agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Lessee agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Lessee also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Environmental Protection** - The Lessee agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 *et seq.* in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 *Fed. Reg.* 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.* and joint FHWA/FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision-making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 *Fed. Reg.* 66576 *et seq.* November 15, 2006 and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

**Energy Conservation** - The Lessee agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 *et seq.*

**Recycled Products** - To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing. These items include, but may not be limited to:

**Paper and paper products,** excluding building and construction paper grades.

**Vehicular products:**

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

**Transportation products:**

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.

- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

**Miscellaneous products:**

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
- (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

**Park and recreation products:**

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

**Landscaping products:**

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

**Non-paper office products:**

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or

plastic.

**Termination or Cancellation of Agreement** - Termination or cancellation of this Agreement, in whole or in part, may be initiated by either the Lessor or the Lessee if it is in the best interest of that party. A notice of termination shall be delivered to the Lessee or Lessor, specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. A 30-day notice of termination shall be required. If this Agreement is terminated, the Lessor shall be liable only for payments under the payment provisions of the contract for services rendered before the effective date of termination.

**Breach of Contract** - If the Lessee fails to provide the services within the specified terms of this Agreement, or fails to perform within the provisions of this Agreement, this Agreement may be terminated by reason of default or breach. A written notice of default or breach of agreement shall be presented to the Lessee within three (3) working days of such failure, advising the Lessee that this Agreement may be terminated in thirty (30) days.

If it is determined that the Lessee had an excusable reason for not providing service, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Lessee, the Lessor may allow the Lessee to continue the service, or treat the termination as a termination for convenience.

The Lessor may allow the Lessee a specified period of time in which to correct the deficiency; the notice of termination will state the time period in which the correction is permitted and other appropriate conditions. If the Lessee fails to remedy to the Lessor's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within the specified time period, the Lessor shall have the right to terminate this Agreement without any further obligation to Lessee. Any such termination for default shall not in any way operate to preclude the Lessor from also pursuing all available remedies against Lessee and its sureties for said breach or default.

**Resolution of Disputes -**

Disputes - Disputes arising in the performance of this Agreement which are not resolved through discussions by the parties shall be decided in writing by the authorized representative of the Lessor. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Lessee mails or otherwise furnishes a written appeal to the authorized representative of the Lessor. In connection with any such appeal, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Lessor shall be binding upon the Lessee and the Lessee shall abide by the decision.

Performance during Dispute - Unless otherwise directed by the Lessor, the Lessee shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Any claim resulting from injury or damage to person or property because of any act or omission of the Lessee or of any of his employees, agents or others for whose acts he is legally liable, should be made in writing to the Lessee. The Lessee is responsible for settlement of all such claims.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the Lessor is located.

Rights and Remedies -The duties and obligations imposed by this Agreement and the rights and

remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Lessor or Lessee shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Nonconstruction Employee Protection Requirements** - Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C Sections 327 through 333 are mandated under DOL regulation 29 C.F.R. Section 5.5.

- (1) *Overtime requirements* - No Lessee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages* - In the event of any violation of the clause set forth in paragraph (1) of this section the Lessee responsible therefore shall be liable for the unpaid wages. In addition, such Lessee shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages* - The Lessor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Lessee under any such contract or any other Federal contract with the same prime Lessee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Lessee, such sums as may be determined to be necessary to satisfy any liabilities of such Lessee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Payrolls and basic records* - (i) Payrolls and basic records relating thereto shall be maintained by the Lessee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Lessor). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Lessee shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the

actual cost incurred in providing such benefits. Lessees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**False or Fraudulent Statements and Claims** -

(1) The Lessee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Lessee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Lessee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Lessee to the extent the Federal Government deems appropriate.

(2) The Lessee also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Lessee the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

**Reporting, Record Retention, and Access** - The following access to records requirements apply to this Agreement:

- 1. In accordance with the "Common Rule" 49 C.F.R. Parts 18 and 19, Reports and Records, the Lessee agrees to provide the Lessor, the NCDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Lessee which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- 2. The Lessee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The Lessee agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Lessee agrees to maintain same until the Lessor, the NCDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**Privacy** - To the extent that the Lessee, or its sub-lessees, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, the Lessee agrees to comply with, and assure the compliance of its sub-lessees or employees, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Lessee shall obtain the express consent of the Department and the Federal Government before the Lessee, and any sub-lessee, or any of their respective employees operate a system of records on behalf

of the Federal Government. Failure to do so may result in termination of the Agreement and civil and criminal penalties for violation of the Privacy Act.

**Charter Service Operations** - The Lessee agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, amended at 73 *Fed. Reg.* 2325 *et seq.*, January 14, 2008, and amended at 73 *Fed. Reg.* 44927 *et seq.*, August 1, 2008, and 73 *Fed. Reg.* 46554 *et seq.*, August 11, 2008. This provides that lessees and sub-lessees of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities except under special circumstances.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**Drug and Alcohol Testing** - In accordance with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, the Lessor shall require the Lessee to have a drug and alcohol testing program for safety sensitive employees. Testing will include pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

Safety sensitive employees are employees that perform the following functions:

- ☐ operating a revenue vehicle including when not in revenue service
- ☐ operating a non-revenue vehicle when required to be operated by a holder of a Commercial Driver's License (CDL)
- ☐ controlling dispatch or movement of a revenue service vehicle
- ☐ maintaining, repairing, overhauling, and rebuilding a revenue service vehicle or equipment used in revenue service (Note: a sub-lessee that provides maintenance services to an operations contractor (lessee) is subject to FTA's drug and alcohol testing regulations)

This program takes effect immediately upon the execution of the contract.

**Federal Motor Carrier Safety Administration** - The Lessee will comply with the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Lessee is engaged in interstate commerce and not within a defined commercial zone, the Lessee agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements. a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.
2. To extent that the Lessee is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Lessee agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Lessee agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

**Hold Harmless** - Except as prohibited or otherwise limited by State law, the Lessee agrees to indemnify, save, and hold harmless the Lessor of this Agreement, the North Carolina Department of Transportation, the Federal Transit Administration and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any negligent or willful acts or omissions by the Lessee, or the officers, agents, employees of the Lessee, or the failure to perform or comply with any of the provisions of this Agreement.

**Transit Employee Protective Agreements** - The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Lessee recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

- (1) The Lessee agrees to comply with applicable transit employee protective requirements as follows:
- (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Lessee agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Lessee agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Lessee agrees to carry out the Project in compliance with the terms and conditions determined

by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Lessee agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Lessee agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Lessee also agrees to include the any applicable requirements in each sublease involving transi operations financed in whole or in part with Federal assistance provided by FTA.

**Safe Operation of Motor Vehicles**

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracte drivers including policies to ban text messaging while driving— Company-owned or rente vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

**Sensitive Security Information** - Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract. This is to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

**North Carolina State Ethic's Requirement**

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 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, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by the Lessor (NCDOT/PTD), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Lessor,



as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Lessee shall not perform any act, fail to perform any act, or refuse to comply with any Lessor requests which would cause the Lessor to be in violation of the FTA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its respective names, by its duly authorized officers.

LESSOR

COLUMBUS COUNTY

By: \_\_\_\_\_  
Printed Name: Ricky Bullard,  
Title: Chairman

Date Signed: \_\_\_\_\_

LESSEE

FIRST TRANSIT INC

By: \_\_\_\_\_  
Printed Name:  
Title: Sr. Vice President

Date Signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Attorney

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

\_\_\_\_\_  
Columbus County Finance Officer

EXHIBIT I

The vehicle(s) referred to in the preceding Agreement to which this exhibit is attached are described as follows:

Description of Vehicles

Model Year	Model	VIN Number	Vehicle Type
2020	MVAN	2C4RDGBG0LR175776	Minivan
2017	MVAN	2C4RDGBG2HR597684	Minivan
2019	STARLITE	1FDEE3FS2KDC59758	20ft LTV Lift
2020	U4XE	1FDVU4X86LKB17597	Lift Conversion Van
2017	E-350	1FDEE3FS9HDC31979	20 Ft LTV
2019	S4XE	1FTRS4XM8KKA77143	Lift Conversion Van
2022	X2CG	1FDAX2CG1NKA69808	Lift Conversion Van
2019	S4XE	1FTRS4XM4KKA53793	20ft LTV
2015	MINIVAN	2C4RDGCGXFR719509	Minivan
2016	Elkhart	1FDEE3FL0GDC03138	20 Ft LTV
2018	Elkhart	1FDEE3FS3JDC18599	20Ft Lift
2018	Elkhart	1FDEE3FS6JDC18600	20 Ft Lift
2019	Starcraft	1FDEE3FS7KDV21507	20 Ft Lift
2021	Starcraft	1FDEE3FNXMDC20591	20 Ft Lift
2021	Starcraft	1FDEE3FN1MDC20592	20 Ft Lift
2021	E-250 Allstar	1FDEE3FN9MDC09825	22 Ft Lift
2022	K1CF	1FDZK1C85NKA69413	Lift Conversion Van
2022	K1CF	1FDZK1C8XNKA70024	Lift Conversion Van

THE VEHICLE(S) CANNOT BE LEASED TO A SUB-LESSEE WITHOUT WRITTEN AUTHORIZATION FROM THE LESSOR AND THE PUBLIC TRANSPORTATION DIVISION.

F:\Files\Transportation\First Transit Mother Contract\corresp\FYR 2020-2021 ContractAmendments\VehicleAmend1.012121

**Agenda Item #16: TRANSPORTATION – APPROVAL of the ANNUAL CONTRACTS with COLUMBUS COUNTY SCHOOLS, WHITEVILLE CITY SCHOOLS, and COLUMBUS REGIONAL HEALTHCARE:**

Transportation Director Joy Jacobs requested the approval of the annual contracts with Columbus County and Whiteville City Schools, and Columbus Regional Healthcare for transporting their clients.

**MOTION:**

Commissioner Watts made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

COMMUNITY TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the first day of July, 2023 by and between Columbus County Schools, 2586 James B White Hwy North, Building A, Whiteville, NC 28472 (hereinafter referred to as **AGENCY**), Columbus County, 127 W Webster St. Whiteville, NC 28472 (hereinafter referred to as **COUNTY**), and First Transit, Inc./Transdev, 720 E Butterfield Rd, Suite 300, Lombard, IL 60148 (hereinafter referred to as **FIRST TRANSIT**).

WITNESSETH:

WHEREAS, **AGENCY** has selected **FIRST TRANSIT** to provide transportation services described herein with vehicles leased from **COUNTY** by **FIRST TRANSIT** for the purpose of providing a coordinated community transportation system; and

WHEREAS, **COUNTY**'s contract with **FIRST TRANSIT**, dated July 1, 2023 (hereinafter referred to as **SYSTEM CONTRACT**), (1) provides for the delivery of a unified, coordinated, community transportation system by **FIRST TRANSIT** through June 30, 2026 and any mutually agreed extension periods; and (2) requires **COUNTY** to authorize any use of the **COUNTY**-provided vehicles, including the use sought by **AGENCY**; and

WHEREAS, the parties agree that the terms of the **SYSTEM CONTRACT**, as amended from time to time, shall govern the relationship between **AGENCY** and **FIRST TRANSIT**, except expressly provided otherwise herein.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

- TERM:** The term of this Agreement shall commence on July i, 2023 and continue through June 30, 2026, or until this Agreement is canceled or terminated pursuant to paragraph 6. herein. The term of this Agreement may be extended for additional 2 one-year periods, upon such terms as the parties may agree to in writing.
- SERVICES:** **FIRST TRANSIT** shall provide transportation services as specified in the **SYSTEM CONTRACT**, as the same may be modified from time to time, to **AGENCY** on an as-needed basis.
- COMPENSATION AND BILLING:** In consideration for services rendered hereunder, **AGENCY** shall pay to **FIRST TRANSIT** all sums due and owing as calculated in accordance with the rates set forth in the **SYSTEM CONTRACT**, as such rates may be adjusted from time to time as provided therein. **FIRST TRANSIT** shall invoice **AGENCY** monthly upon the same schedule and provide the same documentation as provided under the **SYSTEM CONTRACT**
- COUNTY APPROVAL:** **COUNTY** approves and authorizes the use of the **COUNTY**-provided vehicles for the performance of these services and the participation of **AGENCY** in the coordinated transportation system subject to the terms of the **SYSTEM CONTRACT** with the understanding that **AGENCY** shall be invoiced by **FIRST TRANSIT** and that **AGENCY** shall pay **FIRST TRANSIT** directly. Upon request, the **COUNTY** may receive copies of any invoices, payments, or other documentation concerning the services provided by **FIRST TRANSIT** to **AGENCY**.
- INDEMNIFICATION AND INSURANCE:** The parties agree that **FIRST TRANSIT** shall, to the extent specified in the **SYSTEM CONTRACT**, ensure that specified insurance is in force on all vehicles and hold **AGENCY**, its officers, employees and agents harmless to the extent specified in **SYSTEM CONTRACT**.
- TERMINATION:** This Agreement may be terminated by any party upon thirty (30) days prior written notice.
- NOTICE TO PARTIES:** All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Postal Service and addressed to the appropriate party as listed hereinabove.
- ENTIRE AGREEMENT:** This Agreement and any amendments thereto sets forth the entire agreement between **AGENCY**, **COUNTY** and **FIRST TRANSIT** concerning the subject matter hereof. There are no representations, either oral or written, between **AGENCY**, **COUNTY** or **FIRST TRANSIT** other than those contained in this Agreement and any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

COLUMBUS COUNTY SCHOOLS	COLUMBUS COUNTY
BY: _____	BY: _____
TITLE: _____	TITLE: Manager, Columbus County

FIRST TRANSIT, INC./TRANSDEV  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Attorney

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

_____ Columbus County Finance Officer	_____ Columbus County Schools Director of Finance
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F:\Files\Transportation\Columbus Co Schools Trans Contract\FY2023-2026

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

COMMUNITY TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the first day of July, 2023 by and between Whiteville City Schools, 107 W Walter St, Whiteville, NC 28472 (hereinafter referred to as **AGENCY**), Columbus County, 127 W Webster St. Whiteville, NC 28472 (hereinafter referred to as **COUNTY**), and First Transit, Inc./Transdev, 720 E Butterfield Rd, Suite 300, Lombard, IL 60148 (hereinafter referred to as **FIRST TRANSIT**).

WITNESSETH:

WHEREAS, **AGENCY** has selected **FIRST TRANSIT** to provide transportation services described herein with vehicles leased from **COUNTY** by **FIRST TRANSIT** for the purpose of providing a coordinated community transportation system; and

WHEREAS, **COUNTY**'s contract with **FIRST TRANSIT**, dated July 1, 2023 (hereinafter referred to as **SYSTEM CONTRACT**), (1) provides for the delivery of a unified, coordinated, community transportation system by **FIRST TRANSIT** through June 30, 2026 and any mutually agreed extension periods; and (2) requires **COUNTY** to authorize any use of the **COUNTY**-provided vehicles, including the use sought by **AGENCY**; and

WHEREAS, the parties agree that the terms of the **SYSTEM CONTRACT**, as amended from time to time, shall govern the relationship between **AGENCY** and **FIRST TRANSIT**, except expressly provided otherwise herein.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

- TERM:** The term of this Agreement shall commence on July 1, 2023 and continue through June 30, 2026, or until this Agreement is canceled or terminated pursuant to paragraph 6. herein. The term of this Agreement may be extended for additional 2 one-year periods, upon such terms as the parties may agree to in writing.
- SERVICES:** **FIRST TRANSIT** shall provide transportation services as specified in the **SYSTEM CONTRACT**, as the same may be modified from time to time, to **AGENCY** on an as-needed basis.
- COMPENSATION AND BILLING:** In consideration for services rendered hereunder, **AGENCY** shall pay to **FIRST TRANSIT** all sums due and owing as calculated in accordance with the rates set forth in the **SYSTEM CONTRACT**, as such rates may be adjusted from time to time as provided therein. **FIRST TRANSIT** shall invoice **AGENCY** monthly upon the same schedule and provide the same documentation as provided under the **SYSTEM CONTRACT**.
- COUNTY APPROVAL:** **COUNTY** approves and authorizes the use of the **COUNTY**-provided vehicles for the performance of these services and the participation of **AGENCY** in the coordinated transportation system subject to the terms of the **SYSTEM CONTRACT** with the understanding that **AGENCY** shall be invoiced by **FIRST TRANSIT** and that **AGENCY** shall pay **FIRST TRANSIT** directly. Upon request, the **COUNTY** may receive copies of any invoices, payments, or other documentation concerning the services provided by **FIRST TRANSIT** to **AGENCY**.
- INDEMNIFICATION AND INSURANCE:** The parties agree that **FIRST TRANSIT** shall, to the extent specified in the **SYSTEM CONTRACT**, ensure that specified insurance is in force on all vehicles and hold **AGENCY**, its officers, employees and agents harmless t the extent specified in **SYSTEM CONTRACT**.
- TERMINATION:** This Agreement may be terminated by any party upon thirty (30) day: prior written notice.
- NOTICE TO PARTIES:** All notices to be given by the parties to this Agreement shall b in writing and served by depositing same in the United States Postal Service and addressed the appropriate party as listed hereinabove.
- ENTIRE AGREEMENT:** This Agreement and any amendments thereto sets forth the entire agreement between **AGENCY**, **COUNTY** and **FIRST TRANSIT** concerning the subject matter hereof. There are no representations, either oral or written, between **AGENCY**, **COUNTY** or **FIRST TRANSIT** other than those contained in this Agreement and any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

WHITEVILLE CITY SCHOOLS	COLUMBUS COUNTY
BY: _____	BY: _____
TITLE: Exceptional Childrens's Director	TITLE: Manager, Columbus County
Date: _____	
BY: _____	
TITLE: Superintendent	
Date: _____	

FIRST TRANSIT, INC./TRANSDEV  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Attorney

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

_____ Columbus County Finance Officer	_____ Whiteville City Schools Director of Finance
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F:\Files\Transportation\Whiteville City Schools Trans Contract\FY2023-2026

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

## COMMUNITY TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the first day of July, 2023 by and between Columbus Regional Healthcare System, a North Carolina nonprofit corporation, with its principal office located at 500 Jefferson Street, Whiteville, NC 28472 (hereinafter referred to as **AGENCY**), Columbus County, 127 W Webster St. Whiteville, NC 28472 (hereinafter referred to as **COUNTY**), and First Transit, Inc./Transdev, 720 E Butterfield Rd, Suite 300, Lombard, IL 60148 (hereinafter referred to as **FIRST TRANSIT**).

WITNESSETH:

WHEREAS, AGENCY has selected FIRST TRANSIT to provide transportation services described herein with vehicles leased from COUNTY by FIRST TRANSIT for the purpose of providing a coordinated community transportation system; and

WHEREAS, COUNTY's contract with **FIRST TRANSIT**, dated July 1, 2023 (hereinafter referred to as **SYSTEM CONTRACT**), (1) provides for the delivery of a unified, coordinated, community transportation system by **FIRST TRANSIT** through June 30, 2026 and any mutually agreed extension periods; and (2) requires **COUNTY** to authorize any use of the **COUNTY**-provided vehicles, including the use sought by **AGENCY**; and

WHEREAS, the parties agree that the terms of the **SYSTEM CONTRACT**, as amended from time to time, shall govern the relationship between **AGENCY** and **FIRST TRANSIT**, except expressly provided otherwise herein.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on July 1, 2023 and continue through June 30, 2026, or until this Agreement is canceled or terminated pursuant to paragraph 6. herein. The term of this Agreement may be extended for additional 2 one-year periods, upon such terms as the parties may agree to in writing.
2. **SERVICES:** FIRST TRANSIT shall provide transportation services as specified in the SYSTEM CONTRACT, as the same may be modified from time to time, to AGENCY on an as-needed basis.
3. **COMPENSATION AND BILLING:** In consideration for services rendered hereunder, AGENCY shall pay to FIRST TRANSIT all sums due and owing as calculated in accordance with the rates set forth in the SYSTEM CONTRACT, as such rates may be adjusted from time to time as provided therein. FIRST TRANSIT shall invoice AGENCY monthly upon the same schedule and provide the same documentation as provided under the SYSTEM CONTRACT.

4. **COUNTY APPROVAL:** COUNTY approves and authorizes the use of the COUNTY-provided vehicles for the performance of these services and the participation of AGENCY in the coordinated transportation system subject to the terms of the SYSTEM CONTRACT with the understanding that AGENCY shall be invoiced by FIRST TRANSIT and that AGENCY shall pay FIRST TRANSIT directly. Upon request, the COUNTY may receive copies of any invoices, payments, or other documentation concerning the services provided by FIRST TRANSIT to AGENCY.
5. **INDEMNIFICATION AND INSURANCE:** The parties agree that FIRST TRANSIT shall, to the extent specified in the SYSTEM CONTRACT, ensure that specified insurance is in force on all vehicles and hold AGENCY, its officers, employees and agents harmless to the extent specified in SYSTEM CONTRACT.
6. **TERMINATION:** This Agreement may be terminated by any party upon thirty (30) days prior written notice.
7. **NOTICE TO PARTIES:** All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Postal Service and addressed to the appropriate party as listed hereinabove.
8. **ENTIRE AGREEMENT:** This Agreement and any amendments thereto sets forth the entire agreement between AGENCY, COUNTY and FIRST TRANSIT concerning the subject matter hereof. There are no representations, either oral or written, between AGENCY, COUNTY or FIRST TRANSIT other than those contained in this Agreement and any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

COLUMBUS REGIONAL HEALTHCARE  
SYSTEM

COLUMBUS COUNTY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: Manager, Columbus County  
Date: \_\_\_\_\_

FIRST TRANSIT, INC./TRANSDEV

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved as to form: \_\_\_\_\_

Columbus County Attorney

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

Columbus County Finance Officer

F:\Files\Transportation\Columbus Regional Healthcare Trans Contract\FY2023-2026

**Agenda Item #17: ATTORNEY'S OFFICE – APPROVAL of the NCDIT GREAT GRANT AGREEMENT**  
**& BUDGET AMENDMENT with FOCUS BROADBAND:**

Staff Attorney Amanda Prince requested approval of the NCDIT (Department of Information Technology) GREAT Grant Agreement and budget amendment with Focus Broadband.

**MOTION:**

Vice Chairman Laverne Coleman made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.

***\*a copy of the NCDIT GREAT GRANT agreement with FOCUS Broadband is in the clerk's office***

[illegible]

Agenda Item #18: ATTORNEY’S OFFICE – APPROVAL of the RESOLUTION to AUCTION for SALE CHADBOURN MIDDLE SCHOOL:

*\*this item was removed from the agenda*

Agenda Item #19: FINANCE – APRIL 2023 MONTHLY FINANCIAL REPORT:

Finance Director Lacie Jacobs presented the financial report for the month of April 2023.

MOTION:

Commissioner Watts made a motion to approve, seconded by Vice Chairman Laverne Coleman. The motion unanimously passed.

COUNTY OF COLUMBUS  
FINANCIAL SUMMARY REPORT  
April 2023

Percent of Year Complete: 83.3%

GENERAL FUND (Annual Operating Budget)	FY 22/23	ACTUAL YTD	BALANCE	% COLLECTED
REVENUES	BUDGET	TOTALS	REMAINING	YTD
AD VALOREM TAXES	38,752,232	31,671,248	7,080,984	81.7%
COURT	90,000	86,700	3,300	96.3%
SALES TAX	13,633,601	8,078,032	5,555,569	59.3%
TAX ADMINISTRATION REVENUES	48,142	2,766	45,376	5.7%
NC JCPC PROGRAM - TEEN COURT	77,477	63,198	14,279	81.6%
ELECTION FEES	54,000	957	53,043	1.8%
REGISTER OF DEEDS	536,035	508,389	27,646	94.8%
SHERIFF	2,352,292	1,431,005	921,287	60.8%
DETENTION CENTER	1,090,000	321,630	768,370	29.5%
EMERGENCY MANAGEMENT	67,101	6,214	60,887	9.3%
INSPECTION	390,000	413,553	(23,553)	106.0%
ANIMAL CONTROL	37,000	50,778	(13,778)	137.2%
AIRPORT	515,000	408,757	106,243	79.4%
ECONOMIC DEVELOPMENT/PLANNING	113,000	10,775	102,225	9.5%
COOPERATIVE EXTENSION	1,200	2,652	(1,452)	221.0%
SOIL CONSERVATION	34,890	3,148	31,742	9.0%
DEPARTMENT OF AGING REVENUES	1,803,080	1,096,553	706,527	60.8%
HEALTH DEPARTMENT	3,378,381	2,662,948	715,433	78.8%
SOCIAL SERVICE	7,134,054	4,650,538	2,483,516	65.2%
VETERANS SERVICE	2,000	2,083	(83)	104.2%
PUBLIC SCHOOLS	37,000	20,007	16,993	54.1%
LIBRARY	131,000	111,092	19,908	84.8%
RECREATION	19,500	17,856	1,644	91.6%
MISCELLANEOUS REVENUES	434,464	1,091,407	(656,943)	251.2%
TRANSFER FROM REVENUES	680,527	680,527	-	100.0%
FUND BALANCE APPROPRIATED	3,019,794	9,828,747	(6,808,953)	325.5%
Total General Fund Revenues	74,431,770	63,221,561	11,210,209	84.9%

GENERAL FUND (Annual Operating Budget)	FY 22/23	ACTUAL YTD	BALANCE	% EXPENSED
EXPENDITURES	BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	314,509	231,361	83,148	73.6%
ADMINISTRATION	1,061,847	976,235	85,612	91.9%
PERSONNEL	628,390	573,164	55,226	91.2%
FINANCE	854,430	526,037	328,393	61.6%
TAX DEPARTMENT	1,712,705	1,293,656	419,049	75.5%
LEGAL DEPARTMENT	216,937	204,362	12,575	94.2%
NC JCPC PROGRAM - TEEN COURT	77,477	64,972	12,505	83.9%
FACILITY SERVICES	427,858	351,674	76,184	82.2%
ELECTIONS	519,204	373,751	145,453	72.0%
REGISTER OF DEEDS	683,907	429,435	254,472	62.8%
MANAGEMENT INFORMATION SYSTEM	499,850	409,607	90,243	81.9%
CENTRAL GARAGE	155,133	105,099	50,034	67.7%
PUBLIC BUILDINGS - ALL OTHER	2,005,886	1,515,252	490,634	75.5%
SHERIFF'S DEPARTMENT	9,341,369	7,521,147	1,820,222	80.5%
LAW ENFORCEMENT CENTER	5,207,070	3,828,940	1,378,130	73.5%
EMS	31,250	25,000	6,250	80.0%
EMERGENCY SERVICES	2,486,125	1,866,752	619,373	75.1%
CORONER MEDICAL EXAMINER	30,500	36,950	(6,450)	121.1%
ANIMAL CONTROL	898,699	545,823	352,876	60.7%
AIRPORT	565,624	454,891	110,733	80.4%
INSPECTIONS	362,991	272,958	90,033	75.2%
ECONOMIC DEVELOPMENT/PLANNING	1,191,488	294,317	897,171	24.7%
COOPERATIVE EXTENSION	614,214	276,743	337,471	45.1%
SOIL CONSERVATION	304,718	219,747	84,971	72.1%
DEPARTMENT OF AGING	2,866,093	2,194,596	671,497	76.6%
HEALTH DEPARTMENT	6,241,040	3,902,322	2,338,718	62.5%
SOCIAL SERVICES ADMINISTRATION	9,480,948	7,103,322	2,377,626	74.9%
PUBLIC ASSISTANCE PROGRAMS	2,098,049	2,312,340	(214,291)	110.2%
VETERANS SERVICE OFFICER	166,143	131,208	34,935	79.0%
EDUCATION	15,881,232	12,391,277	3,489,955	78.0%
LIBRARY	1,667,560	1,240,430	427,130	74.4%
RECREATION	620,622	428,414	192,208	69.0%
SPECIAL APPROPRIATIONS	1,032,914	742,025	290,889	71.8%
TRANSFER TO	4,184,988	2,309,347	1,875,641	55.2%
Total General Fund Expenditures	74,431,770	55,153,154	19,278,616	74.1%

Total Revenue over/(under) Expenditures	-	8,068,407		
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COURTHOUSE RENOVATION PROJECT	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
COURTHOUSE CAP PROJ REVENUES	7,767,194	3,883,176	3,884,018	50.0%
<u>EXPENDITURES</u>				
COURTHOUSE CAP PROJ EXPENDITURES	7,767,194	1,071,699	6,695,495	13.8%
HUD SECTION 8 RENTAL ASSISTANCE	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	1,862,900	1,538,706	791,669	82.6%
<u>EXPENDITURES</u>	1,862,900	1,710,904	151,996	91.8%
TRANSPORTATION	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	1,272,894	603,172	669,722	47.4%
<u>EXPENDITURES</u>	1,272,894	747,273	525,621	58.7%
DEBT SERVICE	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	15,536,002	841,953	14,694,049	5.4%
<u>EXPENDITURES</u>	15,536,002	1,991,462	13,544,540	12.8%
WATER DISTRICTS I-V	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
WATER DISTRICT I	813,950	705,420	108,530	86.7%
WATER DISTRICT II	1,222,683	1,061,128	161,555	86.8%
WATER DISTRICT III	762,213	576,918	185,295	75.7%
WATER DISTRICT IV	908,500	828,446	80,054	91.2%
WATER DISTRICT V	763,350	804,517	(41,167)	105.4%
COMBINED WATER DISTRICT TOTALS	4,470,696	3,976,429	494,267	N/A
<u>EXPENDITURES</u>				
WATER DISTRICT I	813,950	612,908	201,042	75.3%
WATER DISTRICT II	1,222,683	761,891	460,792	62.3%
WATER DISTRICT III	762,213	481,216	280,997	63.1%
WATER DISTRICT IV	908,500	390,608	517,892	43.0%
WATER DISTRICT V	763,350	363,410	399,940	47.6%
COMBINED WATER DISTRICT TOTALS	4,470,696	2,610,033	1,860,663	N/A
SOLID WASTE	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	6,166,446	5,088,214	1,078,232	82.5%
<u>EXPENDITURES</u>	6,166,446	3,890,212	2,276,234	63.1%
Excess revenue over/(under) expenditures	-	1,198,002		
FIRE DEPARTMENTS	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	2,034,697	1,881,230	153,467	92.5%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	2,034,697	1,947,144	87,553	95.7%
Special Appropriations	258,309	178,357	79,952	69.0%
	2,293,006	2,125,501	167,505	92.7%
AMBULANCE AND RESCUE UNITS	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	849,681	626,097	223,584	73.7%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	849,681	564,826	284,855	66.5%



<b>CAPITAL PROJECT BUDGET AMENDMENT</b>				FY 22/23
Name of Capital Project: <b>AIRPORT - CORPORATE BOX HANGARS &amp; TAXILANE 36237.53.15.1</b>				
Name of Department: <b>FINANCE</b>				
Agency Head Signature: _____				
Date Prepared / Submitted to Admin: <b>May 12, 2023</b> Date Received in Admin: _____				
<b>Budget Code</b>		<b>EXPENDITURES</b>		<b>Requested Increase or (Decrease)</b>
Fund	Dept.	Category	Classification	
51	4531	519160	PROFESSIONAL SERVICES	(\$8,788)
			<b>Total Net Expense</b>	<b>(\$8,788)</b>
<b>Budget Code</b>		<b>REVENUES</b>		<b>Requested Increase or (Decrease)</b>
Fund	Dept.	Category	Classification	
51	3453	432001	AIRPORT GRANT	(\$7,908)
51	3453	437000	LOCAL MATCH	(\$880)
			<b>Total Net Revenue</b>	<b>(\$8,788)</b>
XXX This budget revision has been approved by the Board of Columbus County Commissioners on: _____				
Signature _____			Date _____	
Explanation of increase or decrease:				

CORPORATE BOX HANGARS AND TAXILANE 36237.53.15.1 UPDATED PROJECT BUDGET - APRIL 4 2023

COMMITTEE	ZON E EB	PERSON(S)	EXP.DATE	BOARD ACTION
Aging Advisory Council	I	Sherica Powell	6/30/2023 (2YRS)	Reappoint

(2 members per Zone)				
Aging Advisory Council (2 members per Zone)	II	Barbara Featherson	6/30/2022 (2YRS)	HOLD
Aging Advisory Council (2 members per Zone)	III	Tracy King	6/30/2023 (2YRS)	Reappoint
Aging Advisory Council (2 members per Zone)	IV	Janet Hedrick	6/30/2023 (2YRS)	Reappoint
Aging Advisory Council (2 members per Zone)	V	Wanda Thompson	6/30/2023 (2YRS)	Reappoint
Aging Advisory Council (2 members per Zone)	V	Wilbur Chestnut	6/30/2022 (3YRS)	Reappoint
Aging Advisory Council (2 members per Zone)	VI	Neil Smith, (CH)	6/30/2023 (2YRS)	Reappoint
Aging Advisory Council (2 members per Zone)	VII	Tommy O. Gore	6/30/2023 (2YRS)	Reappoint
Economic Development Commission	V	William Winslow	6/30/2023 (3YRS)	Reappoint
Southeastern Economic Development Commission	I	Corbin Keith Gerald	4/01/2023 (4YRS)	Appoint Marcus Norfleet

**RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V.**

**MOTION:**  
At 7:50 P.M. a Motion was made by Vice Chairman Coleman and second by Commissioner Watts to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

- Agenda Item #22: APPROVAL of WATER and SEWER COMBINATION MINUTES:**
- May 01, 2023 (5 sets)
  - May 15, 2023 (5 sets)

**MOTION:**  
Vice Chairman Coleman made a motion to approve, seconded by Commissioner Watts. The motion unanimously passed.

**ADJOURN COMBINATION MEETING OF Columbus County Water and Sewer Districts I, II, III, IV AND V BOARD MEETING.**

**MOTION:**  
Vice Chairman Coleman made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.

**Agenda Item #23: COMMENTS:**

**A. Board of Commissioners**

**Commissioner Watts commented:**  
I would like to thank Lacie and the county staff for putting the budget together. If I had a question she was there to explain things to me. I spoke to her for 1 hour and a half while on the tractor the other day and she helped me with the questions I had about the budget.

**Commissioner Byrd commented:**  
First off, I thank everyone of you for your calls, comments, condolences and flowers for the passing of my sister. Also, I am thankful for how easy the budget was to understand, it was well put together. Mr. Madden I haven’t heard how the meeting went with our representative, can you update us on that.

*Eddie Madden responded that he did meet with Representative Jones and the meeting very productive, they had conversations about funding questions the county had, update on the process and the timeline.*

*Commissioner Byrd responded that he would like to know when they all could sit down together and meet for the benefit of the county and the people and the commissioners' main concern should be what is in the best interest of the county. He expressed how Jones is our representative and he would like the opportunity for them to all sit down and be on the same page.*

**Vice Chairman Coleman commented:**

Lacie and the County Staff have done a great job and thank you all for your help and what you do. Also, recognizing East Columbus Softball Team for their achievements.

**Commissioner Featherson commented:**

I like to see the people engaged in their local government and voice their concerns. I would like to encourage people to always stay engaged in their local government. I would also like to thank Lacie for her help and understanding with me while I've ask her loads of questions. I'd like to give a "shout out" to my favorite centenarian Margaret Hicks who turned 101 years old on May 31<sup>st</sup>. I also visited young men that Charles Williams a teacher at West Columbus mentor's and heard about their aspirations in life. On May 24<sup>th</sup> I read to around 70 babies representing the Literacy Council. This was held at the Mt. Olive Head Start program. I really enjoyed that. This Saturday, June 10<sup>th</sup>, our Sheriff will be at the McDonalds in the south-end of Whiteville with the patrol cars for children to learn and foster good relationships with law enforcement. There will be free Ice Cream Cones for the kids and I would like to thank Mike Bass the manager there for his help.

**Commissioner Floyd commented:**

I would also like to thank Lacie for all her help. Thank God the new school incident yesterday was not serious. There was smoke but it was only the new boilers.

**Commissioner Smith commented:**

Hats off to all of the apartments for a balanced budget, I know everyone worked hard.

**Chairman Bullard commented:**

I just like to say I appreciate the things everyone is doing and all the Departments that worked together to get the budget accomplished. We may have small differences of opinion in one areas but we will get there in order to help areas of need.

## **B. County Manager**

**County Manager Eddie Madden commented:**

I have express my appreciation to the board throughout this process of beginning back out in March at the budget retreat. I will try to provide guidance on the budget and help us to come up with a good outcome. I believe we did that this evening we appreciate you all for your leadership and guidance. Last week June 1<sup>st</sup>, we held our first wellness and fitness event and the turnout was great. We had over 200 county employees who came through for wellness checks, EKGs, and blood pressure checks. They received information about healthcare providers across the county. We have a specific leadership team that we call our enhancement team and there are 15 of them it took to organize it. Kay Stephens, who I think was very instrumental in recruiting all of the vendors, and for those who came and did participate, we appreciate them very much. I know that you all just approved the budget amendment for the Madison Street building next door. It is progressing nicely ahead of schedule one under budget. The first floor is complete the collection staff will begin the relocation as early as this week and we expect them to be fully operational on the first floor by August. Excuse me by July 1<sup>st</sup>, the second floor is 99.9% complete. The community college has opted not to place the small business center there so that freed up some space on the second floor for the planning and economic development staff to move to another authorize them to begin that we locations this week as well, it's still plenty of space for other economic development opportunities and we're hoping to have a positive outcome on that. Work continues on the third floor and will for the next several months we remain committed to the timeline to complete the coincided with the of the company as you will know that we were actively recruiting and engage with. I want to commend Mr. Dylan Bowen under the leadership of Dr. Lanier crafted a well written golden leaf application to utilize 308 Madison St. for the incubator space/economic development opportunity. We have it was approved last Friday the budget was approved last Friday, which is essentially based on the budget numbers that we are seeing right now brings the cost of the renovations to the 308 Madison St. to a net

zero impact Q so great job. For the sake of advertising, the new location, replace some signs out front for the new collections area so the people can start becoming more familiar with where to drop off their payments in August. We plan to have an actual ribbon-cutting and then we’ve been here for a little over a year, but at some point in the month of July, we will organize an official ribbon-cutting and bring the public in and give recognition of where recognition is due Lastly, at your June 19 meeting two weeks from tonight we will be holding an opioid workshop with the municipalities it’s a requirement by through the settlement to do an annual update with the municipal partners across the county. We have tentatively scheduled it for 4 o’clock, so put that on your calendars but we will provide you with further updates as we get closer.

**Agenda Item #24:    ADJOURNMENT:**

**MOTION:**

At 8:05 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

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JANA NEALEY, Clerk to the Board

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RICKY BULLARD, Chairman