

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

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

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

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

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

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

fill in any blanks left open on the same;

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

Read and approved by vote of those members in attendance, and adopted, in this \_\_\_\_\_  
2017, Regular Meeting of the Jackson County Board of Commissioners.

\_\_\_\_\_  
Chairman, Jackson County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to Jackson County Board of Commissioners

( County Seal )

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

BETWEEN

MACON COUNTY, NC

and

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. That Graham County, North Carolina, and Mountain Projects, Inc., are hereby made parties to and Principals in said Interlocal Agreement and Contract and Amendments thereto in accordance with the terms and conditions contained hereinafter.

2. **Section 1. Designation of Lead Agency.**, of said Interlocal Agreement and Contract and Amendments are amended and rewritten to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) E-VERIFY. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

(j) IRAN DIVESTMENT ACT CERTIFICATION. Pursuant to N.C.G.S 143-6A-5 (a), each party hereto does hereby truthfully certify at the time of contracting that in accordance with the Iran Divestment Act the Supplier is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

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

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

Macon County

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

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

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

PREAUDIT CERTIFICATE

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

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

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

Clay County, NC

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

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

ATTEST:

\_\_\_\_\_  
Clerk

PREAUDIT CERTIFICATE

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

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

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

Cherokee County, NC

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

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Clerk

PREAUDIT CERTIFICATE

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

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

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

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

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

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

Jackson County

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

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

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

PREAUDIT CERTIFICATE

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

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

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

Graham County

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

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

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

PREAUDIT CERTIFICATE

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

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

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

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

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

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