

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: February 5, 2007

SUBJECT: Approval of Agreements for Federal Transit Reimbursement Funds

ATTACHMENTS:

1. Staff Memorandum
2. Draft Sub-recipient Agreement
3. Draft Sub-allocation Agreement

SUMMARY OF REQUEST:

Henderson County is required by the Federal Transit Administration (FTA) to enter into two agreements with the City of Asheville prior to receiving federal transit reimbursement funds. The purpose of the two agreements is to (1) create a procedure by which the City of Asheville will pass through funds that have been reserved for Henderson County in an existing FTA transit grant application and (2) to establish a fair and rational distribution formula that will be used in future grant cycles to allocate federal transit funding between the City of Asheville and Henderson County. Additional information regarding the Sub-recipient Agreement and Sub-allocation Agreement is contained within the attached memo from Planning Staff.

Henderson County Legal staff has reviewed the draft agreements and is comfortable with the provisions contained by each. Planning Staff recommends that the Board of Commissioners authorize the County Manager to execute the two agreements as drafted. The Asheville City Council will review the documents at their next meeting scheduled for February 13, 2007. All indications from Asheville City staff have been that those agreements will be approved by the City Council at that meeting.

BOARD ACTION REQUESTED:

Formal action by the Board of Commissioners is necessary to authorize the County Manager to execute the two agreements.

Suggested Motion: I move that the Board of Commissioners authorize the County Manager to execute the Sub-Recipient Agreement and Sub-Allocation Agreement with the City of Asheville as drafted.

MEMORANDUM

TO: Henderson County Board of Commissioners

FROM: Anthony Starr, Planning Director
Anthony Prinz, Planner II

DATE: January 25, 2007

SUBJECT: Agreements for Federal Transit Reimbursement Funding

Because the City of Asheville is the designated lead transit agency for the Asheville Urbanized Area, Henderson County is required by the Federal Transit Administration (FTA) to enter into a Sub-recipient Agreement and Sub-allocation Agreement (Attached) with the City prior to receiving transit reimbursement funds. The purpose of each agreement and their key provisions are outlined below.

Sub-recipient Agreement

The purpose of the Sub-recipient Agreement is to establish a pass-through relationship between Henderson County and the City of Asheville that creates a mechanism for County staff to begin drawing down funds from the FTA to finance the operation of Apple Country Transit. The FTA has requested that Henderson County enter into a pass-through relationship with the City of Asheville to avoid establishing multiple direct FTA grant recipients within the Asheville Urbanized Area. Setting up a pass-through relationship with the City of Asheville will also eliminate a number of administrative responsibilities that Henderson County would incur by becoming a direct FTA grant recipient. Approximately \$303,000 is included in an active FTA grant application to fund the operation of Apple Country Transit and other associated expenses.

Key provisions of the draft Sub-recipient Agreement include:

1. The City of Asheville and Henderson County will both be equally responsible for complying with all applicable FTA regulations regarding the expenditure of federal transit funds. Henderson County will not be subject to any additional requirements over and above what is required by the FTA.
2. Asheville Transit staff will be responsible for managing all active grant applications with the FTA. Examples of management responsibilities include the submittal of new grant applications, amendments to existing grants, drawing down of reimbursement funds, and other actions as necessary. The Henderson County Planning Director will have access to an online account monitoring system and will periodically monitor grant activity. The City of Asheville will not receive any compensation for the administrative duties performed by Asheville Transit on behalf of Henderson County.
3. Henderson County Planning staff will be responsible for providing Asheville Transit with the information necessary to manage the FTA grant application(s).
4. Henderson County will only be reimbursed for eligible expenses that are included within an approved FTA grant. Eligible expenses will also have to be contained within an approved State Transportation Improvement Program (TIP). Henderson County will be responsible for the refunding any federal moneys that are spent on non-eligible projects for Apple Country Transit. Henderson County will not be held liable for any mismanagement of funds by Asheville Transit.

5. Process for reimbursement:
 - a. Henderson County will submit a reimbursement request to the City of Asheville on a monthly basis.
 - b. The City of Asheville, as a direct FTA funds recipient, will then make a draw down request to the FTA on behalf of Henderson County.
 - c. Once acquired from the FTA, the City will then have 10 business days to forward the reimbursement funds to Henderson County.
6. When executed by both parties, the Sub-recipient Agreement will become immediately effective and will remain in effect until all of the obligated funds within the current grant application have been exhausted. The Sub-Recipient Agreement will be extended to future grant application cycles unless specifically terminated by either party.

Sub-allocation Agreement

When multiple eligible grant recipients exist within a given urbanized area, the FTA requires that the recipients collectively agree on a "fair and rational" formula for the distribution of regional transit funds throughout the urbanized area. Currently, Henderson County and the City of Asheville are the only eligible recipients within the Asheville Urbanized Area, and therefore, are the only parties to the Sub-allocation Agreement. As the transportation planning agency of the Asheville Urbanized Area, the French Broad River MPO will maintain the Sub-allocation Agreement and will also be the final judge on its rationality and fairness.

Key provisions of the draft Sub-allocation Agreement include:

1. The proposed distribution formula is an extension of the FTA's National Apportionment Formula (Established by SAFETEA-LU) that is used to allocate transit funding to each urbanized area within the United States. This formula will be applied at the local level to determine funding allocations between the eligible recipients of the Asheville Urbanized Area. Variables of this formula include population, population density, and operational statistics of the individual transit systems within the region. The French Broad River MPO Technical Advisory Committee has reviewed this formula and approved it for use within the Asheville Urbanized Area.
2. The allocation formula appears to reserve sufficient funding to subsidize the operation of Apple Country Transit for the foreseeable future.
3. The Sub-allocation Agreement is intended to be a long-term contract that may only be terminated by the adoption of an alternative distribution formula agreement. Amendments to the agreement may be necessary to include other eligible transit systems within the region as they come online to apply for federal transit funds.

Planning staff has reviewed both of the agreements and feels that they effectively meet the requirements set forth by the FTA. Henderson County Legal staff has reviewed the draft agreements and is comfortable with the provisions contained by each. Once the agreements are approved by both governing bodies, Planning Staff will initiate the process to begin drawing reimbursement funds from the FTA. The funds will be used to pay operational expenses that have been accrued to date and also to acquire new vehicles to replace the aging buses currently in service.

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

SUB-RECIPIENT AGREEMENT FOR FEDERAL TRANSIT FUNDS

This **SUB-RECIPIENT AGREEMENT**, made and entered into this the 1st day of July, 2006, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the “**County**”) and the **City of Asheville**, a Municipal Corporation, organized and existing under the laws of the State of North Carolina (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, the Federal government established the Asheville Urbanized Area (hereinafter AUZA) of over 200,000 in population following the results of the 2000 U.S. Decennial Census; and

WHEREAS establishment of the AUZA made local jurisdictions within the AUZA eligible for public transit funding under the Urbanized Area Formula Public Transit Grant Program (herein “Program”) recorded in 49 U.S.C. 5307; and

WHEREAS the French Broad River Metropolitan Planning Organization (herein “French Broad MPO”), is the regional planning organization for the AUZA; and

WHEREAS the Federal Transit Administration (herein “FTA”) administers the Program whose funds are intended for use within the AUZA, and must be allocated to eligible recipients according to the FTA’s guidelines as set forth in 49 U.S.C. 5307 including the fair and rational distribution of sub-recipient funding; and

WHEREAS the City, as the established Designated Recipient for the AUZA, is the local governmental agency that currently receives the regional allocation under 49 U.S.C. 5307 for public transit management and the County is an eligible recipient of Program funding; and

WHEREAS the FTA mandates the City, as the Designated Recipient, to establish by contract a pass-through arrangement with the County who is an eligible recipient, for the purpose of ensuring a fair and rational allocation to the County of Program funds;

NOW THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

A. PROGRAM OBLIGATIONS

1. Coordination: The City, as the Designated Recipient for the AUZA, shall be responsible for submitting all Program grant applications and updates to the grant application to the FTA.
2. Expenditure of Grant Funds: The County and the City shall work together to prevent any regional funds from being returned to the FTA. The allocation for each eligible recipient shall be determined by using the distribution formula established by the regional Sub-allocation Agreement. The City and the County shall work together to ensure that all allocated Program funds are utilized for appropriate projects before the funds expire. The County reserves the right to use the entire allotted timeframe for expending Program funds to the extent allowed by FTA regulations and/or such does not impact FTA funding to the AUZA. This time period, as established in Chapter III, Section 5 of the FTA Circular 9030.1C, is the year the that the funds are appropriated, plus three additional years.
3. Programmatic Deadlines: The County will submit its list of eligible projects to the City in accordance with the French Broad MPO's schedule for development of the Transportation Improvement Plan (herein TIP). The City will make every effort to submit the grant application along with any amendments thereto and any updates by October 1st of the subsequent Federal fiscal year. The City shall provide the County with reasonable notice if the October first deadline cannot be met.

B. OBLIGATIONS OF PARTIES

1. General Obligation: The County, as is also required of the City by FTA, assures the City that it and the City will comply with all provisions of the FTA master agreement as established by 49 U.S.C. 5307.
2. Public Involvement: The County, as is also required of the City by FTA, assures the City that it will conduct public involvement activities for their project proposals. Public involvement consists of but is not limited to: public input regarding long and short range plans, service modification, fare changes, capital and operating expenditures, and grant applications.
3. Warranties The County, as is also required of the City by FTA, warrants that in accepting FTA Program funds it will administer Program activities and use Program funds in compliance with federal statutes, regulations, and circulars where applicable. Both parties will cause Program-related vendors, contractors, or other recipients through written agreements to comply with all federal statutes, regulations, and circulars.
4. Conflict of Interest: The County, as is also required of the City by FTA, shall comply with state and federal laws and regulations regarding conflicts of interest throughout the application and administration of Program funds. These prohibitions shall be incorporated in all contracts and subcontracts.

5. Certification and Assurances: The County, as is also required of the City by FTA, shall as part of the City's submittal of its grant application to FTA, offer the following written certifications/assurances:
 - i. Certification regarding labor agreements and relocation planning;
 - ii. Environmental impact; legal capacity; coordinated regional planning;
 - iii. Compliance with certifications and assurances as complied in FTA's Annual List of Certifications and Assurances;
 - iv. No Program funds shall be used to lobby the United States government for funding approval, approval of applications for additional assistance, or any other approval or concurrence of FTA;
 - v. Eligible costs must be in accordance with OMB Circular No. A-87 for State and local governments.

6. Monitoring and Evaluation: The County, as is also required of the City by FTA, shall comply with 49 USC 5307(h) regarding reviews, audits, and evaluations whether carried out by the Secretary of Transportation or by an independent entity. The County, as is also required of the City by FTA, shall prepare any and all materials pertaining to its operations or capital expenditures which may be requested or required by the FTA, the City, or North Carolina Department of Transportation at any time. Both parties agree to cooperate on data collection and service statistic reporting for use in the National Transit Database.

7. Ownership and Availability of Documents, Data, and Records: The City shall provide the County with the federal PIN so that the County can inspect the grant application on the FTA TEAM system throughout the granting process. The County shall not have the authority to modify an existing grant application through the City's TEAM account. All documents pertaining to the grant application are matters of public record to which each party hereto is entitled under the North Carolina Public Records Law. Upon request, the City will make available to the County, all written communications between the City, MPO, State, or FTA regarding this Program. In the event of termination, all property and finished or unfinished documents, data, studies, and reports shall be the property of the party who collected, compiled, created, wrote, or researched the document in question. Any document jointly created regarding Program funding or implementation shall be jointly owned by both the County and the City.

C. PROGRAM SCOPE

1. Description of Projects: The County will submit any project for implementation into the Transportation Improvement Plan (herein "TIP") to the City in a timely manner.
2. Allocation among parties: AUZA Program funds shall be distributed under the formula agreed upon as set forth above.
3. Changes to the Federal Allocation: If there is a change in the appropriation to AUZA, both parties will adjust the TIP amount to reflect this change. Both the County and

the City will use the Formula to determine the sub-allocation between parties after the change in the allocation

4. Changes to the grant application: If changes to the County's transit projects are required, any adjustment or amendment to the TIP shall be incorporated into the grant application, if required, by the City within thirty (30) days of the City's receipt of an MPO-authorized adjustment or amendment to the TIP.
5. Duration of Agreement: This Agreement shall be effective as of the 1st day of July, 2006 and shall remain in effect until the 2006 funds have been expended. This Agreement may be extended for future grant cycles unless written notice of termination is given by either party by October 1st of the subsequent Federal fiscal year.

D. FUNDING

1. Distribution of Program Funds: The City will distribute the funds to the County as received from the FTA for the Program as determined by the final grant application and the Formula. The City will distribute the funds within ten (10) business days of receiving the funds from the FTA. Funds shall be dispersed on a reimbursement basis where the County shall provide appropriate documentation for the expenses. Reimbursement requests shall be made monthly unless otherwise agreed by the parties in writing. Payment shall be on a reimbursement basis upon receipt by the City of a Request to Draw Funds (herein "Draw Request), to be provided by the City. The Request shall reflect expenditures and incurred expenses by budget line item. The County shall also provide support documentation such as bid or procurement documents necessary to prove compliance with all federal requirements for open, competitive procurement, acceptance by the vendor of all federal requirements, as well as for invoices and payroll for all expenditures included on the Draw Request. Requests for reimbursement shall be made monthly, unless otherwise agreed.
2. Maximum Payment: Payments under this Agreement are limited to those specified in an existing Grant Application and TIP. It is expressly understood and agreed to by the County that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of the amount calculated using the required sub-allocation Formula.
3. Expenses Not Covered: Any costs and expenses not covered by the County's Project Budget, as set forth in the City's Grant Application, and hence not properly payable from Grant funds, shall be borne entirely by the County, or paid from funds otherwise available to it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under FTA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

4. Advance Capital Payments: The City and the County shall coordinate with each other to comply with FTA timelines regarding advance capital payments.
5. Ineligible Projects: As the City is required by the terms of its Agreement with FTA, the County, likewise, shall reimburse the City for any amount of FTA funds determined by FTA to have been improperly expended and which the FTA requires be returned or repaid the City retains the right to recover any questioned costs or overpayments from the County which the FTA demands be returned or repaid as a result of County expenditures.

E. FINANCIAL ACCOUNTING AND LIABILITY

1. Maintenance of Accounts: The County, as the City is required by FTA, shall establish and maintain fiscal and accounting records in accordance with generally accepted accounting principles and practices. Funds must be used exclusively for projects appropriate under the Program as determined by the FTA. Neither party shall permanently or temporarily shift Program funds to other projects for any reason.
2. Commingling of Accounts: The County shall not commingle accounts to an extent that prevents the accounting auditing of the funds provided hereunder. Provided however, the County may supplement the funds provided hereunder from other fund sources.
3. Shifting Funds to Other Programs: Funds provided hereunder are exclusively for the purposes of this Agreement under the terms and conditions of the Agreement, and the County shall not temporarily or permanently shift such funds to other programs for other purposes for any reason.
4. Audits: In accordance with the provisions of OMB Circular NO. A-133, "Audits of States, Local Governments and Nonprofit Organization," nonfederal entities that expend \$500,000 or more in a year in federal awards shall have a single or program specific audit conducted for that year. Nonfederal entities that expend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year with certain exceptions as stated in OMB circular NO. A-133. The County understands that the project threshold of \$500,000 is exceeded in the UZA, and that the County will conduct a program specific annual audit in accordance with the requirements and procedures of OMB Circular NO. A-133.
5. Pre-Audit Certificate: The County and the City shall certify that this Agreement has been pre-audited in the manner required by the Local Government and Fiscal Control Act. N.C.G.S. 159-28(a).
6. Records, Reviews, and Audits: The County, as is also required of the City by FTA, shall maintain and make available at reasonable times and places to FTA such records and accounts, including property, personnel, and financial records deemed necessary by FTA to assure the proper accounting for all Project Funds. The County, as is also

required of the City by FTA, shall establish and maintain fiscal and accounting records as determined by official FTA directives. These records shall be retained for five (5) years after the final payment under this Agreement.

F. INSURANCE AND LIABILITY

1. Bonding: The County's chief finance officer or insurer shall provide the City with a Statement assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees.
2. Indemnification: Work to be performed as provided herein shall be done by the County as a separate and independent public body. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the County, its employees, officers or agents and the County shall indemnify and hold harmless, to the extent allowed by law, the City, its officers, agents and employees from all such claims arising under this Agreement.
3. Designation of 3rd Party: The designation by the County of a third party or parties to undertake all or any part of this Agreement, shall not relieve the County from liability for compliance with the terms of this Agreement. All third parties must be bound in writing to the same provisions as required in this Agreement.

G. GENERAL PROVISIONS

1. Assignability: This Agreement is expressly non-assignable without prior written consent and approval by the non-assigning party. The Project may not be continued by a successor to either party without the prior written consent of the non-moving party.
2. Service of Process: Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

For City of Asheville

Bruce Black
Transit Manager
3620 West Haywood Street
Asheville, North Carolina 28801

For County of Henderson

Henderson County Planning Dept.
c/o Anthony Starr, Planning Director
213 1st Ave. East
Hendersonville, North Carolina 28792

3. Miscellaneous Provisions: The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine and vice versa.
4. Governing Law: The laws of the State of North Carolina shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.
5. Compliance with Applicable Laws: The City and the County shall comply with any and all applicable federal, state, and local statutes, regulations, laws, and ordinances including those established by the FTA.
6. Severability: If any of the provision contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. Time Schedule: Both parties shall commence with their duties under the Agreement immediately upon the execution of same.
8. Parties to this Agreement: This Agreement gives no rights or benefits to anyone other than the City or the County.
9. Documents of Incorporation: This Agreement is expressly made subject to all federal, state, and local laws, rules, regulations, and circulars, to the Grant Agreement between the City and the FTA, and to the Supplemental Agreement between the City and the County. All of the foregoing are hereby made part of this Agreement and incorporated herein by reference.
10. Original: A signed copy of this Agreement shall be considered as an original.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

Attest:

CITY OF ASHEVILLE

By: _____
Gary W. Jackson, City Manager

Keisha Lipe, City Clerk
(official seal)

Attest:

HENDERSON COUNTY

By: _____
Steve Wyatt, County Manager

Elizabeth Corn, County Clerk
(official seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Keisha Lipe, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 200__.

Notary Public: _____
Print or type name: _____
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Notary Public of the County and State aforesaid certify that Elizabeth Corn, personally came before me this day and acknowledged that she is the County Clerk of the County of Henderson, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by herself as its County Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 200__.

Notary Public: _____
Print or type name: _____
My Commission Expires: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a)

By: _____ Date: _____

Name (Print): _____
City of Asheville Finance Director

By: _____ Date: _____

Name (Print): _____
Henderson County Finance Director

DRAFT

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**SUB-ALLOCATION AGREEMENT FOR FEDERAL TRANSIT
ADMINISTRATION FUNDS**

THIS AGREEMENT made and entered into this the 1st of July, 2006, by and between **HENDERSON COUNTY**, (herein "County"), and the **CITY OF ASHEVILLE**, (herein "City").

WITNESSETH:

WHEREAS, the Federal government established the Asheville Urbanized Area (herein "AUZA") of over 200,000 in population following the results of the 2000 U.S. Decennial Census; and

WHEREAS establishment of the AUZA made local jurisdictions within the AUZA eligible for public transit funding under the Urbanized Area Formula Public Transit Grant Program (herein "Program") recorded in 49 U.S.C. 5307; and

WHEREAS the French Broad River Metropolitan Planning Organization (herein "French Broad MPO"), is the regional planning organization for the AUZA; and

WHEREAS the City is the Designated Recipient for the AUZA; and

WHEREAS the Federal Transit Administration (hereinafter "FTA") administers the Program whose funds are intended for use within the AUZA, and must be allocated to eligible recipients according to the FTA's guidelines as set forth in FTA Circular 9030.1C including the fair and rational distribution of sub-recipient funding; and

WHEREAS the County and the City are both part of the AUZA and are eligible recipients of Program funding;

NOW THEREFORE, the City County wish to establish a "fair and rational" permanent agreement for the distribution of Program funds and the parties agree as follows:

A. ALLOCATION FORMULA

1. Use of National Formula: That 100% of the annual allotment of the Program funds shall be sub-allocated between all eligible recipients within the AUZA. The sub-allocation share for each recipient shall be determined through FTA's National Apportionment Formula according to the "Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users," (herein "Formula").

2. *Formula Basis:* The sub-allocation calculations will employ the most recent U.S. Census estimates for the AUZA and the Administration's National Transit Database service measures, if available, that were used to determine national apportionments. The funds allocated for National Transit Database service measures will accrue to the entity that reports those measures to the National Transit Database.
3. *Submission of Sub-Allocation Schedule:* The City, as the Designated Recipient, will use the distribution formula and provide the Program's sub-allocation schedule to the French Broad MPO and to all other eligible recipients.
4. *Termination:* This Agreement may be terminated only with approval of a subsequent agreement.

B. GENERAL PROVISIONS

1. *Assignability:* This Agreement is expressly non-assignable without prior written consent and approval by the non-assigning party. The Project may not be continued by a successor to either party without the prior written consent of the non-moving party.
2. *Service of Process:* Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

For City of Asheville

Bruce Black
Transit Manager
360 West Haywood Street
Asheville, North Carolina 28801

For County of Henderson

Henderson County Planning Dept.
c/o Anthony Starr, Planning Director
213 1st Ave. East
Hendersonville, North Carolina
28792

3. *Pre-Audit Certificate:* Both parties must certify that this document has been pre-audited in the manner required by the Local Government and Fiscal Control Act. N.C. G.S. 159-28(a).
4. *Documents of Incorporation:* This Agreement is expressly made subject to all federal, state, and local laws, rules, regulations, and circulars, to the Grant Agreement between the City and the FTA, and to the Supplemental Agreement between the City and all eligible recipients. All of the

foregoing are hereby made part of this Agreement and incorporated herein by reference.

5. Original: A signed copy of this Agreement shall be considered as an original.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

Attest:

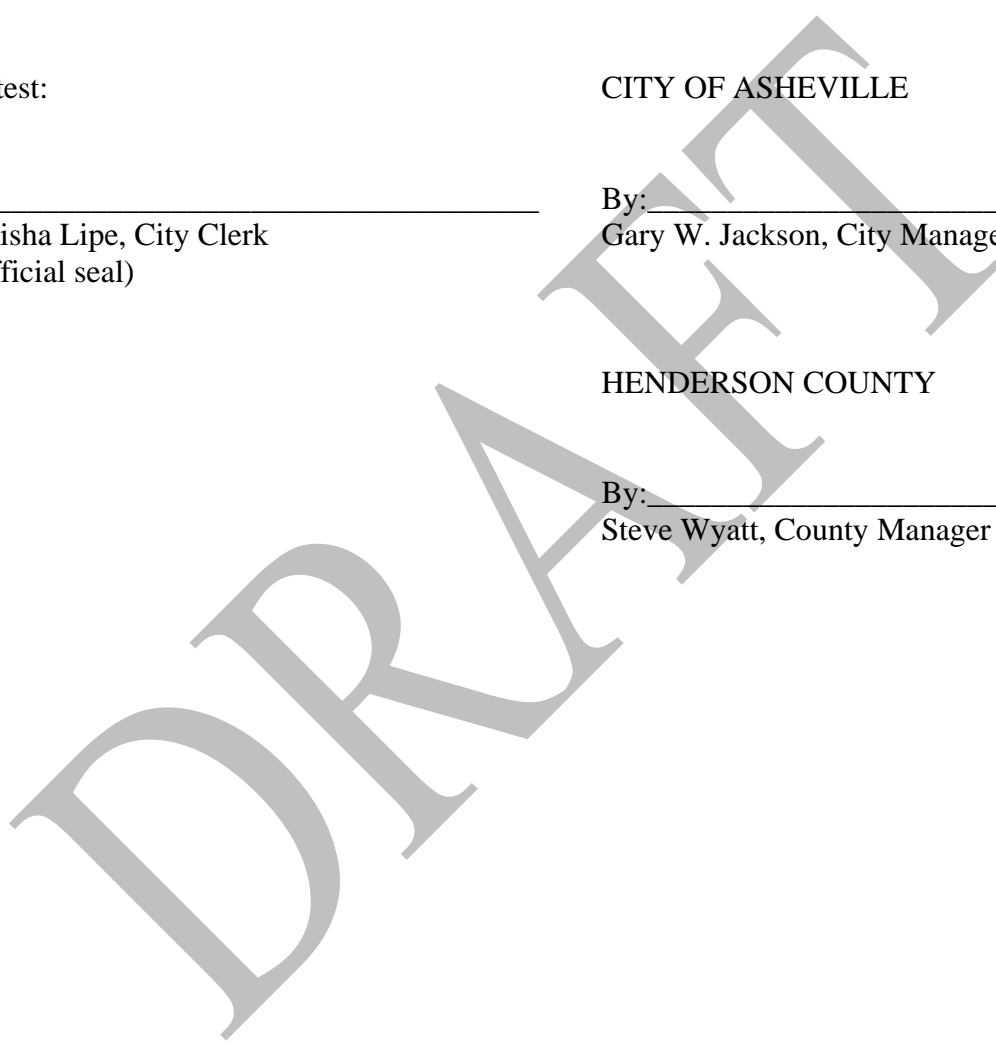
CITY OF ASHEVILLE

Keisha Lipe, City Clerk
(official seal)

By: _____
Gary W. Jackson, City Manager

HENDERSON COUNTY

By: _____
Steve Wyatt, County Manager



ENDORSEMENT BY FRENCH BROAD MPO

This Agreement has been deemed to be fair and rational by the French Broad MPO.

By: _____ Date: _____

Name (Print): _____

Vice-Chair of French Broad MPO

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Keisha Lipe, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 200__.

Notary Public
Print or type name: _____
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Notary Public of the County and State aforesaid certify that Elizabeth Corn, personally came before me this day and acknowledged that she is the County Clerk of the County of Henderson, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by herself as its County Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 200__.

Notary Public
Print or type name: _____
My Commission Expires: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a)

By: _____ Date: _____

Name (Print): _____
City of Asheville Finance Director

By: _____ Date: _____

Name (Print): _____
Henderson County Finance Director

DRAFT