

## Ann Clark

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**From:** Adam Stumb  
**Sent:** Wednesday, April 29, 2020 1:38 PM  
**To:** Ann Clark  
**Subject:** FW: MAINTENANCE AGREEMENT "Baldwin" Convenience Center  
**Attachments:** Agreement9321\_Ashe\_Convenience\_Center.pdf

[Here is that agreement for the agenda.](#)

Adam

**From:** Shaw, Ramie A [mailto:rashaw@ncdot.gov]  
**Sent:** Wednesday, April 29, 2020 10:38 AM  
**To:** Adam Stumb <adam.stumb@ashecountygov.com>  
**Cc:** Pettyjohn, Michael A <mpettyjohn@ncdot.gov>  
**Subject:** MAINTENANCE AGREEMENT "Baldwin" Convenience Center

Mr. Stump,

Attached you will find a .pdf file containing the MAINTENANCE AGREEMENT to permit the County to utilize property owned by the Department which is located at 6311 US Highway 221 N. in West Jefferson and is known as the "Baldwin" Convenience Center for community trash and recycling drop offs.

Please forward this email to the appropriate Board representative. Please have them to review this agreement and should they have questions or concerns, please have them to advise me so that I may address any issues. If this agreement is acceptable as written, they should print **two (2) copies** and **execute both** or present them to the appropriate individual(s) for approval and execution. Once signed, **both originals** should be returned to me for execution by the Department.

I will furnish a fully executed original of the agreement to the County once it has been executed by the Department of Transportation's Chief Engineer. Please don't hesitate to contact me with any questions or concerns.

Thanks,

**Ramie A. Shaw, PE**  
Division Project Team Lead  
Highway Division Eleven – Project Development Unit  
North Carolina Department of Transportation

336 903 9134 Office  
336 428 6830 Mobile  
[rashaw@ncdot.gov](mailto:rashaw@ncdot.gov)

P.O. Box 250  
801 Statesville Road  
North Wilkesboro, North Carolina 28659-0250

NORTH CAROLINA  
ASHE COUNTY

**MAINTENANCE AGREEMENT**

DATE: 4/29/2020

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

ASHE COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Ashe County, hereinafter referred to as the "County".

**WITNESSETH:**

WHEREAS, the County operates the "Baldwin" Convenience Center for community trash and recycling drop-offs located at 6311 US Highway 221 N. in West Jefferson hereinafter known as the "Convenience Center"; and

WHEREAS, the Department owns the property where the Convenience Center is located; and

WHEREAS, this Agreement will outline the use and operation of the Convenience Center by the County.

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the County it is agreed as follows:

**SCOPE OF THE AGREEMENT**

1. This Agreement is to permit the County to utilize property owned by the Department which is located at 6311 US Highway 221 N. in West Jefferson and is known as the "Baldwin" Convenience Center for community trash and recycling drop offs.
2. This Agreement does not imply any conveyance of property from the Department to the County.

**RESPONSIBILITIES OF EACH PARTY**

3. The Department will allow the County to utilize the property owned by the Department for use as a Convenience Center.

4. The County shall be responsible for all maintenance at the Convenience Center site which includes, but is not limited to, proper clean-up and/or disposal of trash debris and recycling.

## **TERM OF AGREEMENT**

5. This Agreement shall remain in effect for as long as the County maintains the Convenience Center. If the County fails to maintain the Convenience Center, the Department shall have the right to terminate this agreement and not allow the County to use the property any further. The County would be responsible for the removal of all items associated with the Convenience Center.
6. Upon a ninety (90) day written notification to the other party, either the County or the Department shall have the right to terminate this Agreement.

## **ADDITIONAL PROVISIONS**

7. To the extent authorized by state and federal claims statutes, the *Local Public Agency* shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third party claims that might arise on account of the Entity's negligence and/or responsibilities under the terms of this agreement.
8. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The County certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State Department or Agency.
9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
10. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

ATTEST:

ASHE COUNTY

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

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

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

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

DATE: \_\_\_\_\_

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.

Federal Tax Identification Number

\_\_\_\_\_

(SEAL)

Remittance Address:

Ashe County

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

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

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_