

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000027234**

AGREEMENT OVERVIEW

NORTH CAROLINA
DURHAM COUNTY

DATE: 10/22/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: BL-0168

WBS ELEMENTS: ROW 51847.2.1

AND

DURHAM COUNTY

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of constructing a greenway from NC 55 (Avondale Drive) in Durham to Patterson Drive / Somerset Church Road in Roxboro. This agreement is for ROW acquisition only.

ESTIMATED COST OF THE PROJECT (ROW ACQUISITION):	\$13,437,500.00
ESTIMATED COSTS TO OTHER PARTY:	\$1,151,445.00
ESTIMATED COSTS TO DEPARTMENT/THIRD PARTIES:	\$12,286,055.00

PAYMENT TERMS: Durham County will submit payment upon execution of agreement.

MAINTENANCE: N/A

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

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 the Durham County, hereinafter referred to as the **County**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1, 136-66.3, AND 136-44.36A and B; and,

WHEREAS, the **Department** has a Railroad Corridor Preservation Policy that allows the State to acquire, preserve and rehabilitate rail corridors for future rail use and allows for interim compatible uses, such as trails or greenways, while ensuring they can be returned to transportation service; and;

WHEREAS, the **Department** has identified the Norfolk Southern Rail Line between the City of Durham to the City of Roxboro as an inactive rail corridor eligible for purchase and interim use as a greenway; and,

WHEREAS, the **Department** has allocated Federal funds to acquire the ROW interests in the inactive line; and,

WHEREAS, the **County**, along with the City of Durham and Person County, will provide funding for the non-federal match to the Federal funds for this Project.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for right of way acquisition Provision below.

B. COUNTY

The **County** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. RIGHT OF WAY ACQUISITION, PRESERVATION, AND INTERIM USE

- A. The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
- B. The **Department** will own the property in fee simple and will lease the property to the local entities for future construction of a multi-use trail. A lease agreement will confer no rights or benefits to the **County** except for interim compatible use.

- C. If, at any time, the **Department** wishes to return the corridor to an active rail use, then the **Department** will notify the **County** of this intent.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **County** has agreed to participate in ROW Acquisition costs as follows:

- i. The estimated cost of the Project is \$13,437,500. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **County** shall participate in project costs up to a maximum of \$1,151,445. The **Department** is responsible for all costs that exceed \$13,437,500.

B. PAYMENT BY THE COUNTY

- i. Based on the estimated cost of \$13,437,500 the **County** shall submit payment for \$1,151,445 to the **Department's** Fiscal Section upon full execution of this Agreement in accordance with the attached "Remittance Guidance".
- ii. If costs for the current phase of work exceed available funding, the Department will notify the **County**. The **County** shall not be required to provide any funds in excess of its maximum contribution of \$1,151,445 under this agreement. The parties may, but are not obligated to, amend this Agreement to provide additional funding subject to approval by the **County's** Board of Commissioners in accordance with Chapter 159 of the North Carolina General Statutes."

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **County** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **County** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **County** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **County** certifies 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 any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

Each party shall be responsible for any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the acts, omissions, negligence, or willful misconduct of that party, its officers, employees, agents, or contractors in its performance of this Agreement. Neither party shall be obligated to indemnify, defend, or hold harmless the other party for the other party's own acts or omissions in the performance of this Agreement.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the State of North Carolina nor as a waiver of governmental immunity of Durham County.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 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, Adult Corrections, 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).

ADDITIONAL PROVISIONS

A. DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising under this Agreement shall first be addressed through good faith negotiation between the parties. Nothing herein waives the sovereign immunity of the State of North Carolina or the governmental immunity of the County.

B. TERMINATION

Either party may terminate this Agreement upon 60 days' written notice to the other. In the event of termination, the County shall not be responsible for costs incurred after the effective date of termination beyond its agreed upon contribution.

C. AUDIT RIGHTS

The Parties shall maintain all records relating to the Project and shall make such records available to each other upon reasonable request for audit and compliance purposes

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SIGNATURE PAGE

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

(DOCUSIGN ONLY)

DURHAM COUNTY

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

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SIGNATURE PAGE

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

(INK SIGNATURES)

DURHAM COUNTY

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)