

WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION AND
THE CITY OF WILMINGTON
LEAD PLANNING AGENCY AGREEMENT

THIS LEAD PLANNING AGENCY AGREEMENT (“Agreement”) is entered into the 28 day of November, 2025, by and between the WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION (“WMPO”), a transportation planning organization and governmental body, established and operating pursuant to 23 U.S. Code 134, and Chapter 136, Article 16, of the North Carolina General Statutes; and the CITY OF WILMINGTON (“Wilmington” or “City”), a municipal corporation organized and existing under the laws of the State of North Carolina (collectively, the “Parties”).

RECITALS AND BACKGROUND STATEMENT

Title 23, Section 134 of the U.S. Code requires, as a condition of federal transportation funding assistance, the establishment of programs of comprehensive transportation planning in accord with applicable laws. Article 16 of Chapter 136 of the General Statutes provides for the creation of metropolitan planning organizations (“MPOs”) to perform comprehensive transportation planning services in the state. WMPO is the officially designated MPO for its jurisdictional region, consisting of county and municipal governments, Cape Fear Public Transportation Authority, and North Carolina Department of Transportation (“Members”), which comprise WMPO’s membership and governing authority. Wilmington has served as a member-participant and Lead Planning Agency (“LPA”) of WMPO.

The Members of WMPO, together with the N.C. Department of Transportation and the State of North Carolina, have entered into a Memorandum of Understanding (the “MOU”) as updated and amended March 30, 2016, setting forth their collective agreement regarding a continuing, cooperative, and comprehensive transportation planning process for the Wilmington Urban Area Metropolitan Planning Area.

WMPO and Wilmington acknowledge the MOU as establishing those goals, objectives, rules, regulations, responsibilities, mandates, and means for achieving the same, to which WMPO and its Members and agencies are subject. As established by the MOU, the WMPO Board (the “Board”) is responsible for cooperative transportation planning decision making for the WMPO, including but not limited to review and approval of the Unified Planning Work Program, Comprehensive and Metropolitan Transportation Plans, and Transportation Improvement Program, Congestion Management Process; adjust planning area and boundaries, develop priority lists of projects for federal and state funding; provide technical assistance to its membership; development and approval of by-laws; and providing direction to WMPO staff.

As authorized by the WMPO Board and pursuant to the MOU, WMPO has designated Wilmington as its Lead Planning Agency (“LPA”) to provide assistance to WMPO in the performance of certain agreed-upon functions and duties. Wilmington agrees to accept the LPA designation and assume the duties and functions of the LPA as set forth herein.

While the working relationships and protocols among officers and staff of the WMPO and Wilmington are expected to adapt and evolve, the Parties desire to formally set forth and clarify their respective primary authorities, responsibilities, and operations according to the terms of this Agreement.

IN CONSIDERATION OF the foregoing Recitals and Background Statement, the mutual benefits to WMPO and Wilmington arising hereunder, and other good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND OBJECTIVES; TERM

As stated in the Recitals and Background Statement (incorporated and adopted as a part hereof), the purpose of this Agreement is to set forth the legal and functional relationships between WMPO and Wilmington as LPA. The Agreement is intended to inform and instruct the officers and staff of both organizations regarding their respective areas of responsibility.

This Agreement shall remain in effect until either party gives written notice of its intention to terminate the Agreement at least six (6) months in advance of termination. This Agreement shall be reviewed by the Parties two years after its effective date, and thereafter every three years.

II. GENERAL SCOPE OF WMPO AND WILMINGTON RESPONSIBILITY

A. Responsibility of WMPO.

1. WMPO.

WMPO shall be responsible for the conduct of the metropolitan transportation planning process in accordance with applicable laws, regulations, and agreements. The planning process shall include the establishment of general goals and objectives; review, maintenance and updating of the Metropolitan planning area boundary; review and approval of the Comprehensive and Metropolitan Transportation Plans; review and approval of the State and Metropolitan Transportation Improvement Program; review and approval on an annual basis of the Unified Planning Work Program (“UPWP”) and annual budget; and other duties and responsibilities in accord with the MOU and as directed by the WMPO Board.

2. Executive Director.

The WMPO Executive Director shall be selected by the WMPO Board, and an employment

agreement will be entered into between the City and the Executive Director, which agreement will govern the employer-employee relationship between the City and the WMPO Executive Director. The Executive Director shall report directly to the WMPO Board on all matters relating to the administration and operation of WMPO, and the WMPO Board shall have full oversight and review authority over the Executive Director. The WMPO Board shall determine the Executive Director's duties, term of employment, annual compensation and other benefits, and performance evaluations. The City shall not suspend or terminate the Executive Director without prior consultation and concurrence of the WMPO Board. The Executive Director will be considered an employee of Wilmington only for purposes of Wilmington's Personnel Management Policies (defined below), NC Local Governmental Employees' Retirement System ("LGERS"), benefits, and general payroll administration, to the extent permitted by law. Wilmington represents and warrants that the arrangement contemplated herein satisfies the legal requirements for WMPO staff to be considered members of the LGERS or eligible for participation in group health or welfare benefit plans.

3. Executive Director Responsibilities.

Subject to the authority and direction of the WMPO Board, the Executive Director shall have sole responsibility for: (i) the development of an appropriate organizational structure to carry out WMPO's responsibilities and duties; (ii) the appointment, assignment, and direction of all personnel necessary to carry out the transportation planning process; (iii) the development of procedures to monitor and coordinate the planning process and the overall administration of WMPO's programs; (iv) the presentation of an annual report to the Wilmington City Council; (v) determining WMPO pay ranges, staff classification, and appropriate compensation for WMPO staff as further set forth in Section VII.B herein, subject to approval by the WMPO Board; and (vi) determining the level of compensation for WMPO staff for market and merit adjustments with respect to funds allocated by Wilmington City Council.

4. Grants.

Additionally, the United States Department of Transportation (USDOT) including Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have a variety of competitive grant programs used to fund various types of transportation projects and activities in the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA) in which Metropolitan Planning Organizations are an eligible recipient. Metropolitan Planning Organizations are federally designated recipients of competitive grants and direct allocations. At the direction of the WMPO Board, and without the need for City approval, the Executive Director may apply for any existing and future state, federal, and/or other grant programs and opportunities that require no local match or are part of the adopted UPWP. The Executive Director may execute any and all agreements within his or her signature authority relating to these grants. Grants inside the adopted UPWP and requiring a local match, and grants outside the adopted UPWP which do not require a local match,

do not require additional approvals. At the request of a WMPO member jurisdiction(s), the Executive Director may apply for grants outside the adopted UPWP and requiring a local match without the need for City approval provided that both of the following criteria are met: (a) the request to apply for the grant is approved by the WMPO Board, and (b) the WMPO member jurisdiction(s) requesting the grant application agree(s) to provide 100% of the required local match.

B. Responsibility of Wilmington as LPA.

To facilitate the transportation planning process generally, and in furtherance of the goals and objectives of WMPO under the MOU, Wilmington agrees to provide certain administrative services to WMPO. Such services shall be in accordance with provisions of this Agreement, and as may be further agreed upon by Wilmington and WMPO as described herein. The provision of services shall be limited to those specified and allocated to Wilmington as LPA in the annual UPWP budget, and all approved budgets and management reports under federal or State contracts with WMPO. In accordance with applicable laws and regulations to which WMPO is subject, the UPWP shall be prepared by WMPO in cooperation with Wilmington (acting as LPA) and WMPO members and the appropriate State and federal agencies.

As a local government unit member of WMPO, Wilmington shall continue to have and enjoy the authority, responsibilities, and entitlements arising therefrom. Wilmington's rights, responsibilities and obligations as member of WMPO, including Wilmington's cost sharing obligations under the MOU (and any amendments thereto) and other WMPO organizational documents, are independent of Wilmington's rights, responsibilities and obligations under this Agreement and the Lease referenced in Section V. of this Agreement.

III. BUDGET; FINANCIAL ADMINISTRATION; COST AND EXPENSE ALLOCATION AND ACCOUNTING

A. In General; Responsible Officers.

As LPA, Wilmington shall be custodian and repository of WMPO's funds and accounts. Revenues, proceeds, and other incomes and receipts of WMPO shall be paid to Wilmington and maintained by Wilmington in a designated WMPO fund or funds. Wilmington shall be responsible for signing pre-audit certificates for WMPO expenditures.

B. WMPO Budget.

On or before January 31st of each year, WMPO shall submit to Wilmington a draft annual operating budget for the next fiscal year. The WMPO shall submit to Wilmington its final annual operating budget for the next fiscal year by March 31st of each year. WMPO shall not be required to submit ancillary documents, such as Departmental Business Plans, City Strategic Plan, and similar requests for budget-related planning documents. This

submission shall be approved by Wilmington City Council (“City Council”) as part of Wilmington’s budget process and included in Wilmington’s budget ordinance.

C. Control and Management of Funds; Audit.

Management of WMPO accounts will be in accordance with federal regulations, the N.C. Local Government Budget and Fiscal Control Act, rules, regulations, and practices applicable to local governments in this State, and all finance-related policies of Wilmington.

Wilmington agrees to maintain sufficient cash to cover the operating expenses of WMPO.

Wilmington will report year-end financial activities related to the independently created WMPO revenue and expenditure fund as part of Wilmington’s Annual Comprehensive Financial report. WMPO is responsible for producing and providing any and all federal reporting and Wilmington will conduct an independent audit of its financial activity for each fiscal year. WMPO’s financial transactions will be included in Wilmington’s annual external financial audit. WMPO staff shall promptly fulfill any auditor requests for information related to WMPO transactions. Any findings or action required as a result of the audit shall be promptly addressed and resolved by WMPO; failure to do so constitutes a material breach of this Agreement.

D. Costs of LPA Services.

WMPO shall reimburse Wilmington for Costs arising from services to WMPO by Wilmington as LPA. Such Costs include both “Direct LPA Costs” and “Indirect LPA Costs,” as further described below:

1. Direct LPA Costs. These costs include actual cost reimbursement of any type of sums paid by Wilmington on WMPO’s behalf, such as salary and benefit payments and expense reimbursements to or on the behalf of WMPO staff; costs of office and other equipment or resources leased or purchased by WMPO; insurance (including worker’s compensation and settlements) and other actual and direct costs of products provided to WMPO by Wilmington.
2. Indirect LPA Costs. Wilmington and WMPO agree to the following principles and guidelines for determining and allocating indirect costs of LPA services and resources provided to WMPO by Wilmington (“Indirect LPA Costs”): Beginning in FY25/26, Indirect LPA Costs shall start at 3.5% and shall increase 0.5% annually thereafter; provided, however, that Indirect LPA Costs increases shall be capped at 7% of allowable Federal expenses on qualified Federal projects.
3. Reimbursement of Costs.

WMPO shall, on a quarterly basis, reimburse Wilmington for all accrued and eligible Direct and Indirect LPA Costs. Wilmington will invoice WMPO for all Direct and Indirect LPA Costs by the 8th of the following month after the end of the quarter (October, January, April, July). Wilmington will be paid with the quarterly reimbursement claim payments provided by the North Carolina Department of Transportation. WMPO shall have sole responsibility for satisfying all requirements, including the submission of all necessary documentation, to receive any federal, state, or other funding necessary to reimburse Wilmington for such costs. If WMPO reimbursements to Wilmington for a given fiscal year do not cover all accrued and eligible Direct and Indirect LPA Costs for that fiscal year, WMPO will provide final reimbursement to Wilmington of Direct and Indirect LPA Costs due, if any, on or before September 15 of the following fiscal year. It is anticipated that this funding will come from receipt of WMPO member participation fees.

IV. CONTRACTING AND PROCUREMENT

To the extent that signature authority has been delegated to the Executive Director by Wilmington's City Manager, WMPO shall have sole authority and responsibility to review and approve all proposals and contracts for materials, equipment, goods, grants, and services arising under the authority of WMPO relating to such matters that are not the responsibility of Wilmington as LPA, subject to pre-audit certificate requirements. The amount of the Executive Director's signature authority for contracting and procurement for the WMPO shall be the same as or greater than that of a Wilmington Deputy City Manager and may be increased consistent with or greater than adjustments to Wilmington Deputy City Managers' signatory authority by written memo from the City Manager, without necessitating an amendment to this Agreement. Solicitations, proposals, bids, and contracts for procurement of WMPO equipment, materials, repairs, and other purchases and services shall be handled by the City of Wilmington in accordance with applicable Wilmington policies and procedures and State or federal policies and regulations to which the City and WMPO are subject.

V. WMPO OFFICE BUILDING; MAINTENANCE, REPAIRS AND REPLACEMENT

A. Lease of Building.

Wilmington agrees to lease the building located at 525 N. 4th Street to WMPO. The terms shall be addressed in a separate lease agreement.

VI. INFORMATION TECHNOLOGY AND OFFICE EQUIPMENT

Wilmington agrees to provide WMPO with information technology and office equipment and related technical, administrative, and other incidental items, in the performance of WMPO's duties and responsibilities, as set forth in Exhibit 2 to this Agreement. All equipment shall be

deemed the property of WMPO upon full reimbursement of all costs to Wilmington, unless the terms of such purchases preclude ownership by an entity other than Wilmington.

Under this Agreement, the Parties acknowledge that the compatibility of WMPO's computer hardware and software with that of Wilmington is necessary to protect the security of Wilmington's network security. WMPO will coordinate with Wilmington for the purchase or lease, maintenance, and upgrading of computer hardware, software, and peripherals that the WMPO determines is necessary. Funds allocated to WMPO and identified in the UPWP for such acquisitions will be used for such purposes. Acquisition of such equipment and resources may be undertaken as part of Wilmington purchases of similar items or bundled with Wilmington or State contracts for similar equipment and resources in accordance with applicable laws and procedures. Any such purchases by Wilmington are Direct LPA Costs to be reimbursed pursuant to the terms of this Agreement unless otherwise explicitly stated. All resources and equipment purchased by Wilmington on WMPO's behalf shall, upon full reimbursement of all costs to Wilmington, be the property of WMPO, unless the terms of such purchases preclude ownership by an entity other than Wilmington.

WMPO acknowledges and agrees that, with respect to computer hardware, software, or other resources intended to operate on or communicate through Wilmington's network, such hardware, software, or resources are subject to Wilmington's approval for compatibility and consistency with Wilmington standards. WMPO shall be in full compliance with City policies regarding all computer hardware and software that is operated on or communicated through the Wilmington network.

VII. HUMAN RESOURCES ADMINISTRATIVE SERVICES

A. Wilmington Human Resources Services.

Wilmington agrees to provide certain administrative services on WMPO's behalf, as set forth in Exhibit 3 to this Agreement. WMPO and Wilmington agree that WMPO staff shall be considered employees of Wilmington, subject to the Human Resources Administrative Services provisions set forth on Exhibit 3 to the Agreement and all other applicable Wilmington employment policies, procedures, rules, and requirements, specifically including for the purposes of the N.C. Local Governmental Employees' Retirement System ("LGERS"), health and welfare and other benefits, general payroll administration and tax withholding, remitting, and reporting, and the policies and procedures related to such matters. The WMPO Executive Director shall be responsible for performance reviews of all WMPO Staff on at least an annual basis. WMPO staff also shall be subject to any additional policies and procedures applicable to the WMPO as adopted by the WMPO Board.

B. Classification and Compensation.

WMPO staff classification and appropriate compensation will be determined by the WMPO Executive Director, subject to approval by the WMPO Board, with consideration of market research and surveying of the classification and compensation of other similarly situated MPOs in the United States. WMPO staff classifications and appropriate compensation may also include consideration of salary studies completed by WMPO and/or other recent comparable salary studies conducted in North Carolina or nationally related to other MPOs. In instances where the City approves market adjustments, merit-based bonuses, and/or any other compensation or pay adjustments to City employees, the City shall determine the allocation of total funds to the WMPO staff based upon that same formula, and the WMPO Executive Director shall have the discretion to distribute the allocated funds among WMPO staff as deemed appropriate by the WMPO Executive Director.

C. Required Documentation.

The Executive Director will be responsible for submitting all information to Wilmington as requested by Wilmington necessary to carry out the administrative services provided to WMPO, or on its behalf, pursuant to this Agreement.

VIII. COMMUNICATION/COOPERATION

Wilmington and WMPO, through its Executive Director, shall provide mutual cooperation, communication, and assistance, one to the other, so that services and activities of both organizations will be carried out in the most efficient and professional means possible.

This Agreement will continue if the individuals in the following positions or at the following addresses change and this Agreement shall be valid unless modified by both parties.

Contact individuals for purposes of communications and notices under this Agreement are as follows:

FOR WMPO:

Mike Kozlosky
Executive Director
Wilmington MPO
525 N. 4th St.
Wilmington, NC 28401
(910) 341-3258
Email: mike.kozlosky@wilmingtonnc.gov

FOR CITY OF WILMINGTON:

City Manager

CITY OF WILMINGTON
P.O. Box 1810
Wilmington, NC 28402
Email: Becky.Hawke@wilmingtonnc.gov

With a copy to:

City Attorney
CITY OF WILMINGTON
P.O. Box 1810
Wilmington, NC 28402
Email: meredith.everhart@wilmingtonnc.gov

Deputy City Manager – Operations/ CIP
CITY OF WILMINGTON
P.O. Box 1810
Wilmington, NC 28402
Email: thom.moton@wilmingtonnc.gov

IX. LEGAL REPRESENTATION

The City Attorney and City Attorney's Office do not represent WMPO and are not permitted to provide any legal advice or counsel to WMPO staff or the WMPO Board. WMPO may contract for general legal services on a continuing basis, as it deems appropriate. As it deems necessary, WMPO may engage other legal counsel for more specialized needs, projects, or assignments.

X. AMENDMENT, TERMINATION, INDEMNIFICATION, MISCELLANEOUS

A. Entire Agreement; Amendments.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). Neither party may amend, or seek to amend, this Agreement by clickthrough agreement. The City Manager and Executive Director are authorized to make amendments to Exhibits 1, 2, and 3 to this Agreement without further approval from the City Council or WMPO Board; all other amendments to this Agreement must be authorized by the City Council and WMPO Board. All amendments shall be memorialized in a written amendment signed by both parties.

B. Termination.

1. Termination without cause. Any Party desiring to terminate this Agreement without

cause shall give six (6) months written notice to the other Party. If such notice is given, the Agreement shall terminate six (6) months after such written notice is provided.

2. Termination for cause. After six (6) months written notice to the other Party of its default or breach of this Agreement, this Agreement may be terminated by the non-defaulting Party. However, within ninety (90) days of the termination notice being provided, the Wilmington City Council and the WMPO Board of Directors agree to engage in a joint meeting to attempt to resolve the dispute(s) leading to the termination notice. If a resolution cannot be reached, the Agreement will terminate six (6) months following the date of the termination notice.

In the event of termination for any reason (or no reason), Wilmington shall be paid (1) all Direct LPA Costs incurred before the date of termination, as well as (2) a pro rata share of all Indirect LPA Costs for the period prior to the date of termination, and Wilmington shall pay the WMPO for any expenses incurred by the WMPO related to the termination.

C. Indemnification by WMPO.

Only in the manner and to the extent permitted under North Carolina law, and without waiving its governmental immunity, WMPO shall indemnify and hold harmless Wilmington, its officers, and employees (collectively, "Wilmington Indemnitees"), from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by WMPO or any of its officers, staff contractors, or agents (collectively, "WMPO Indemnitors"), of any term or condition of this Agreement, (b) any breach or violation by WMPO Indemnitors of any applicable law or regulation, (c) any other cause resulting from any act or failure to act by WMPO Indemnitors under this Agreement, or (d) the administration of funds by WMPO. This indemnification shall survive the termination of this Agreement.

D. Indemnification by Wilmington.

Only in the manner and to the extent permitted under North Carolina law, and without waiving its governmental immunity, Wilmington shall indemnify and hold harmless WMPO, its officers and staff (collectively, "WMPO Indemnitees"), from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Wilmington or any of its officers, employees, contractors, or agents (collectively, "Wilmington Indemnitors"), of any term

or condition of this Agreement, (b) any breach or violation by Wilmington Indemnitors of any applicable law or regulation, (c) any other cause resulting from any act or failure to act by Wilmington Indemnitors under this Agreement, (d) the employment of any Wilmington staff, or application for any such employment, or (e) the administration of funds by Wilmington. This indemnification shall survive the termination of this Agreement.

E. WMPO's Representations and Warranties.

By executing this Agreement, WMPO represents and warrants that now and continuing for the term of this Agreement:

1. WMPO shall comply with this Agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing WMPO and its operations; and,
2. WMPO shall work in good faith with Wilmington to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of this Agreement; and,
3. The individuals signing this Agreement have the right and power to do so and bind WMPO to the obligations set forth herein; and,
4. Neither the execution of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, (i) results in a breach of the terms, conditions, or provisions of any agreement or instrument to which WMPO is bound, or constitutes a default under any of the foregoing, or (ii) requires the approval of any regulatory body or any other entity the approval of which has not been obtained; and,
5. WMPO provides no other representations or warranties.

F. Wilmington's Representations and Warranties. By executing this Agreement, Wilmington represents and warrants that now and continuing for the term of Agreement:

1. Wilmington shall comply with this Agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing Wilmington and the services it provides under this Agreement; and,
2. Wilmington shall work in good faith with WMPO to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of this Agreement; and,

3. The individuals signing this Agreement have the right and power to do so and bind Wilmington to the obligations set forth herein; and,
4. Neither the execution of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, (i) results in a breach of the terms, conditions, or provisions of any agreement or instrument to which Wilmington is bound, or constitutes a default under any of the foregoing, or (ii) requires the approval of any regulatory body or any other entity the approval of which has not been obtained; and,
5. Wilmington provides no other representations or warranties.

G. Insurance.

On or before the signing of this Agreement, WMPO shall purchase and maintain during the Initial Term and any Renewal Term, and for three years after the termination of this Agreement, Commercial General Liability Insurance (including contractual liability and completed operations) covering claims arising out of or related to bodily injury and to real and personal property; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage when vehicles are used in performance of work or brought onto City's premises; Fidelity/Public Official Bond for Finance Officer as required by state law for faithful performance of duties; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to performance under this Agreement.

1. Minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Auto Liability	\$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	\$1,000,000 per occurrence
Fidelity/Public Official Bond	Statutory Limits
Errors & Omissions (if applicable)	\$1,000,000 per claim
Cyber Liability (if applicable)	\$1,000,000 per claim

WMPO may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Wilmington.

2. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Insurers

The minimum insurance ratings for any company insuring WMPO shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, Wilmington may, at its option, require WMPO to purchase insurance from a company whose rating meets the minimum standard. WMPO's insurance carrier(s) shall be authorized to do business in the State of North Carolina. If WMPO is unable to find an authorized carrier for any line of insurance coverage, WMPO shall notify Wilmington in writing.

(ii) Additional Insured Status

All insurance policies shall name Wilmington, its elected officials, officers, employees, and volunteers as an additional insured.

(iii) Notice of Cancellation

Each policy shall provide that Wilmington shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, WMPO shall procure substitute insurance so as to assure Wilmington that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

(iv) Primary

WMPO insurance coverage shall be primary for any claims related to this Agreement.

(v) Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Wilmington, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Wilmington and be primary coverage for any and all losses covered by the policies.

(vi) Verification of Coverage

A certificate of insurance and all endorsements required shall be provided on or before July 15 of each year. Wilmington's review or acceptance of certificates of insurance shall neither relieve WMPO of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

(vii) Certificate Holder address should read:

City of Wilmington
P.O. Box 1810
Wilmington, NC 28402-1810

H. Public Records.

WMPO acknowledges that records in the custody of Wilmington are public records and subject to public records requests. Wilmington may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by WMPO, Wilmington will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a “trade secret” or “confidential” at the time of initial disclosure by WMPO, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1). If WMPO, its staff, or subcontractors, becomes aware of or has access to confidential records or information, or information of Wilmington that is protected from disclosure by Federal or State law (“Confidential Information”), WMPO, its staff and subcontractors, shall not disclose any such Confidential Information. Wilmington will provide notice to the Executive Director of any requests received for public records involving the WMPO. Wilmington will coordinate with applicable WMPO staff and WMPO’s attorney regarding responses to public record requests involving the WMPO.

I. Acknowledgement of City of Wilmington and WMPO Brands and Logos Ownership and Restrictions; Dissemination of Information.

Wilmington has developed proprietary branding (the “Wilmington Brand”) centered around the Wilmington Logo (“Wilmington Logo”). WMPO acknowledges and understands that Wilmington is not conferring any license to WMPO under this Agreement to use or depict the Wilmington Logo or Slogan or other aspects of the Brand. WMPO shall not make any use or depiction of the Wilmington Logo, Slogan, or other aspects of the Wilmington Brand without the prior express written approval of Wilmington. Wilmington takes efforts to ensure that accurate information about Wilmington is disseminated such that neither the public trust nor the public’s perception of Wilmington’s impartiality is compromised. WMPO, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning this Agreement without prior approval from Wilmington. Any approval given by Wilmington may be given with certain stipulations, such as Wilmington’s participation in the creation of the public product or Wilmington’s review and the option to refuse ultimate release of the final product should it fail to meet Wilmington’s standards and goals. “Publicly disseminate” means but is not limited to electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or

presentations, news releases, articles, social media, or other media products, and/or WMPO's business collateral pieces.

WMPO has developed proprietary branding (the "WMPO Brand") centered around the WMPO Logo ("WMPO Logo"). Wilmington acknowledges and understands that WMPO is not conferring any license to Wilmington under this Agreement to use or depict the WMPO Logo or Slogan or other aspects of the WMPO Brand. Wilmington shall not make any use or depiction of the WMPO Logo, Slogan, or other aspects of the WMPO Brand without the prior express written approval of WMPO. WMPO takes efforts to assure that accurate information about the WMPO is disseminated such that neither the public trust nor the public's perception of the WMPO impartiality is compromised. Wilmington, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning this Agreement without prior approval from WMPO. Any approval given by WMPO may be given with certain stipulations, such as WMPO's participation in the creation of the public product or WMPO's review and the option to refuse ultimate release of the final product should it fail to meet WMPO's standards and goals. "Publicly disseminate" means but is not limited to electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, social media, or other media products, and/or Wilmington's business collateral pieces.

J. Limited Assignment/Delegation.

Neither Party shall assign or transfer its rights or interest in this Agreement, nor delegate its duties under this Agreement, without the other Party's written consent, which may not be unreasonably withheld.

K. Dispute Resolution.

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

L. Governing Law.

The rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regard to conflict of laws provisions. Any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Agreement shall be brought exclusively in New Hanover County, North Carolina.

M. Non-Exclusive Remedies/No Waiver.

The selection of one or more remedies for breach shall not limit a Party's right to invoke

any other remedy available under Agreement or by law. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to a Party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

N. Survival.

All representations, indemnifications, and other terms and conditions of this Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

O. Gifts and Favors.

WMPO shall comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. § 133-32.

P. Nondiscrimination.

Wilmington and WMPO shall follow all Federal, State and local statutes, regulations and policies prohibiting discrimination, including Wilmington Code of Ordinances.

Q. Electronic Version of Agreement.

Wilmington may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

R. Verification of Work Authorization.

WMPO shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

S. No Third-Party Beneficiaries.

There are no third-party beneficiaries to Agreement.

T. Pre-Audit Requirement.

This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Wilmington finance officer or deputy finance officer.

U. Performance of Government Functions.

Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit Wilmington's police powers or regulatory authority.

V. No Waiver of Immunity.

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wilmington pursuant to N.C.G.S. § 160A-485 or to in any way waive Wilmington's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or staff of WMPO and Wilmington shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or staff shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or staff from the performance of any official duty provided by law.

W. Electronic Signatures.

Both Parties acknowledge and agree that the electronic signature application may be used to execute this Agreement and any associated documents. 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 DocuSign application, the Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes their signature as if actually signed in writing. No certification authority or other third-party verification is necessary to validate such electronic signature and the lack of such certification or third-party verification will not in any way affect the enforceability of such electronic signature. Delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

(SIGNATURE AND NOTARY TO FOLLOW)

CITY OF WILMINGTON

By:

Becky Hawke, City Manager

MuSic for BH

Approved as to form:

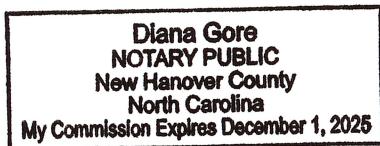
Gin C for MTE
Meredith Everhart
City Attorney

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, the undersigned Notary Public, for said County and State do hereby certify that Rebecca L. Hawke, City Manager of the City of Wilmington personally came before me this day and acknowledged the due execution of the foregoing instrument.

mary Vigue, Deputy City Manager

Witness my hand and official seal, this the 21st day of November, 2025.



Diana Gore [Seal]
Notary Public

Diana Gore
Printed Name

My commission Expires: 12/01/2025

FINANCE OFFICER'S CERTIFICATION STATEMENT

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

This 18 day of November, 2025

Martha Wayne
Martha Wayne, Finance Director

Project: N/A
Org/Obj: N/A
Amount: N/A
Requisition: N/A
Federal ID: 56-6000239

WILMINGTON URBAN AREA METROPOLITAN
PLANNING ORGANIZATION

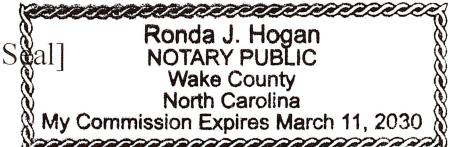
By: 
Henry E. Miller III, Board Chairman

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, the undersigned Notary Public, for said County and State do hereby certify that Henry E. Miller III, Board Chairman of the Wilmington Urban Area Metropolitan Planning Organization, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of November, 2025.

Ronda Hogan
Notary Public
Ronda J Hogan
Printed Name



My commission Expires: 03-11-2030

Exhibit 1 – Provision of Financial Services

	CITY OF WILMINGTON	WMPO
Independent Audit	X	
Compiling Reimbursement packet to NCDOT		X
Review of Reimbursement packet by Finance officer	X	
Final Signature and Submission to appropriate portals for funders	X	X
Reporting schedules to NCDOT		X
Maintenance and verification of appropriate expenses in General Ledger	X	X
Creation of reclasses for ledger requests (revenue & expense)		X
Approval and posting of reclasses for ledger requests (revenue & expense)	X	
Reconciliations of ledgers for quarterly reporting		X
Budget reconciliations and monitoring		X
Budget Transfers & Modifications (creation)		X
Budget Transfers & Modifications (entry into system)	X	X

	CITY OF WILMINGTON	WMPO
Budget/UPWP Development	X	X
Operating Budget entry	X	X
Member Dues billing		X
Other Partnership billing		X
Revenue Tracking/reconciliation		X
Submittals of payables/compliance of LPA process	X	X
Requisition Creation/Submission under LPA process		X
Requests of Change orders/monitoring of POS		X
Contract Execution	X	X
Travel forms/reimbursement requests	X	X
PCARDS receipt submission/approval	X	X
Payroll/Timesheet Entry	X	X
Uniform Guidance Compliance		X
Maintenance of Financial Source documents	X	X

	CITY OF WILMINGTON	WMPO
Policy development and enforcement (in supplement to TOC)	X	X
Inventories		X
Federal Certification Response		X
Single Audit Documentation	X	X
Staff Report Preparation		X
Budget amendments (preparation)		X
Budget amendments (system entry)	X	X
Paying Invoices	X	
Maintenance/Setup of Vendors	X	
Posting/Receipt of Revenues to GL	X	
Verification of numbers for quarterly billing packets to funders	X	X
Budget approvals in system	X	X
Budget ordinance formatting for council (info provided by WMPO)	X	X
Year-end Entries for SEFA/AFR (info provided by WMPO)	X	X
Creation of PO	X	X

	CITY OF WILMINGTON	WMPO
Approval of Requisition or PO Change Orders	X	X
Processing and Paying of T&E	X	

Exhibit 2 – Provision of Information Technology and Office Equipment

	CITY OF WILMINGTON	WMPO
<u>Software</u>		
Microsoft Office 365 Tenant	X	
Adobe Acrobat Suite	X	X
WebEx	X	
Granicus / Legistar (Agenda Software)	X	
Forti Client	X	
DocuSign	X	X
ESRI (GIS Software)	X	X
City of Wilmington Applications (Training)	X	
<u>Hardware</u>		
Laptops and Other Computers	X	X
Plotter		X
Printers/Copiers/Multi-Function Devices	X	X
Audio / Video Equipment	X	X
Networking / Telephony	X	

	CITY OF WILMINGTON	WMPO
Network Drives / Cloud data storage / data backups	X	
LAN & Equipment (Switches, UPS, Wireless Access Points)	X	X
Internet	X.	X
Telephony (Telephone, Voicemail, & related items)	X	X
Mobile Wi-Fi Hot Spot / Router		X
Mobile Phones for WMPO Staff		X
WMPO Office Security (Card Readers, Security Cameras)	X	X
Other	X	
WMPO Websites & Domains	X	X

Exhibit 3 – Provision of Human Resources Administrative Services

	CITY OF WILMINGTON	WMPO
Job specification creation and editing	X	X
Job ad creation		X
Placing job vacancy recruitment postings via NeoGov and other posting sources	X	X
Application screening		X
Formulating interview questions; interviewing candidates; final selection		X
Background and drug testing administrative services	X	
Correspondence with job applicants	X	X
New Hire Paperwork	X	X
New employee onboarding (for payroll and benefits administration only)	X	
New employee orientation (for organizational culture, policies, and procedures)	X	X

	CITY OF WILMINGTON	WMPO
Employee performance evaluations, including pay for performance and merit increase recommendations		X
New Employee entry and existing personnel action entry into Payroll/ Personnel system	X	
Disciplinary and employee relations issues	X	X
Employee investigations	X	X
Employee dismissals	X	X
Storage and Maintenance and Retention of employee personnel files (excluding LGERS and group health and welfare benefits)	X	
General benefits questions	X	
Core (health/dental/life ins) related benefits administration services	X	
Short-Term Disability Benefit services	X	
Flexible Spending Benefit services	X	

	CITY OF WILMINGTON	WMPO
Any other Wilmington provided employee benefits administration services	X	
Worker's Compensation Claims and Injury Administration (including settlements)	X	
All Employee Safety	X	X
Leave related benefits (including FMLA and ADA leave) administration services	X	
Retirement and 401(k) general questions	X	
Retirement application processing services	X	
All employee appreciation/recognition	X	X
Storage and Maintenance of benefits and related files	X	X
Employee offboarding services	X	X

	CITY OF WILMINGTON	WMPO
Organizational Development services	X	X
Employee Communication platforms	X	X
Policy and Procedure development, implementation, and enforcement	X	X
Employee questions regarding policies and procedures	X	X