

**AGREEMENT BETWEEN  
THE BOARD OF DIRECTORS OF THE UPPER CAPE FEAR RIVER BASIN ASSOCIATION, INC.  
AND  
PIEDMONT TRIAD REGIONAL COUNCIL AND TRIANGLE J COUNCIL OF GOVERNMENTS  
REGARDING MANAGEMENT AND ADMINISTRATION OF THE ACTIVITIES OF THE ASSOCIATION**

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of August, 2019, by and between the Board of Directors of the Upper Cape Fear River Basin Association, Inc. hereafter called "Board," and Piedmont Triad Regional Council (PTRC) and Triangle J Council of Governments (TJCOG), hereafter called "Managing Agents".

1. **ENGAGEMENT OF MANAGING AGENTS AND SCOPE OF SERVICES.** The Board, acting on behalf of the Association, hereby engages PTRC and TJCOG; and PTRC and TJCOG hereby accept the engagement to provide administrative, management and technical services for the Association consistent with its objectives. The Managing Agent shall, in a satisfactory manner as determined by the Board, perform the tasks necessary for overall administration of the projects and initiatives of the Association's contractual agreements. Management and administrative services include the tasks listed in *Attachment A*.
2. **PERIOD OF PERFORMANCE.** This Agreement shall be for work performed for the period of **July 1, 2019, through June 30, 2021**. Biannually, at the will of the parties, costs for management and administration shall be calculated and agreed to between the Board and Managing Agents.
3. **COMPENSATION AND PAYMENT.** In consideration for the services rendered and unless otherwise agreed to, the Board and Managing Agents shall agree to an annual fee for services based on: (a) the estimated number of hours for the Managing Agents to perform services for the fiscal year and (b) estimated direct costs such as mileage and lodging. Payment of the Managing Agents shall be a budgeted expense of the Association, paid from annual membership fees. The annual administrative fee for services shall be divided-between PTRC and TJCOG. Total compensation under this Agreement for the 2020-2021 fiscal years is set forth below.

**The Board of Directors of the Upper Cape Fear River Basin Association, Inc. agrees to pay the Managing Agents, Piedmont Triad Regional Council and Triangle J Council of Governments, the sum of \$40,000 for management and administrative services for each of FY 2020 and FY 2021. This amount will be split 50/50 between the Piedmont Triad Regional Council and Triangle J Council of Governments.**

4. **ACCESS TO RECORDS.** The Managing Agents shall maintain all official records of the Board and Association. The Board shall have access to any books, documents, papers and records of the Managing Agents that are pertinent to the execution of the Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.
5. **AMENDMENTS.** The Board and Managing Agents may mutually agree to amend this Agreement at any time provided that such amendments specifically reference this Agreement, and are executed in writing, signed by each party. Such amendments shall not invalidate this Agreement nor relieve or release the Board or the Managing Agents from their obligations under this Agreement.
6. **SUPENSION OR TERMINATION.** Either party may suspend or terminate this Agreement upon 60 days written notice in whole or in part for cause. Cause shall include the following:
  - a. Ineffective or improper use of funds;
  - b. Failure to comply with the terms and conditions of this Agreement; and

c. If for any reason the carrying out of this Agreement is rendered impossible or infeasible.

If the Board withholds payment, it shall advise the Managing Agents and specify in writing the actions that must be taken and a reasonable date for compliance as a condition precedent to the resumption of payments. If the Board or the Managing Agent intends to suspend this Agreement, it shall advise the other party and specify in writing the actions that must be taken and a reasonable date of compliance in order to avoid suspension of the Agreement.

IN WITNESS WHEREOF, duly authorized officers of the Upper Cape Fear River Basin Association and Piedmont Triad Regional Council and Triangle J Council of Governments have executed this Agreement as of the date first above written.

ATTEST TO:

UPPER CAPE FEAR RIVER BASIN  
ASSOCIATION

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

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

ATTEST TO:

PIEDMONT TRIAD REGIONAL COUNCIL

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

BY: \_\_\_\_\_  
Executive Director

ATTEST TO:

TRIANGLE J COUNCIL OF  
GOVERNMENTS

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

BY: \_\_\_\_\_  
Executive Director

Piedmont Triad Regional Council and Triangle J Council of Governments  
Support Services to  
Upper Cape Fear River Basin Association, Inc.

1. Support for the Board of Directors (BOD) and bi-annual BOD business meetings, to include:
  - BOD Meeting Agenda and Preparation
  - BOD Meeting Participation and Travel
  - BOD Meeting Summary and Follow-Up
  - BOD Member Database Maintenance
2. Support for the Technical Advisory Committee up to 4 regularly scheduled meetings, to include:
  - TAC Meeting Agenda and Preparation
  - TAC Meeting Participation and Travel
  - TAC Meeting Summary and Follow-Up
  - TAC Member Database Maintenance
3. Support for the QA/QC Subcommittee for 4 regularly scheduled meetings, to include:
  - QA/QC Meeting Agenda and Preparation
  - QA/QC Meeting Participation and Travel
  - QA/QC Meeting Summary and Follow-Up
  - QA/QC Field Audits as Needed
  - Review Data and Coordinate Between Meetings
4. Support for the Association's involvement with the Cape Fear River Assembly, to include:
  - One representative on the CFRA Board of Directors for up to 3 meetings
  - One representative at the CFRA Annual Meeting
5. Management of the UCFRBA Water Quality Data to include:
  - Data Review & Record Keeping
  - Data Submittal for Import
6. Management of UCFRBA Projects to include:
  - UCFRBA Monitoring Site Audits and Monitoring Sites Book Updates as Needed
  - UCFRBA GIS Maintenance
  - UCFRBA Special Monitoring Studies
7. Coordination with DWR to include:
  - Facilitating meetings and communication with the DWR Monitoring Coalition Coordinator for the purposes of reviewing and renewing the UCFRBA Memorandum of Agreement as needed on a 5-year cycle.
  - Communicating informally with DWR on issues and regulatory changes relevant to the UCFRBA.

- Facilitating official correspondence with DWR on issues and regulatory changes relevant to the UCFRBA.

8. Support for Administration and Accounting to include:

- Contract Administration
- Record Keeping
- Collection and Disbursement of Funds Financial Accounting
- Compliance with Fiscal Control Practices
- UCFRBA Budget Preparation and Updates