

STATE OF NORTH CAROLINA

WAKE COUNTY

THIRD ADDENDUM

SALES TAX INTERLOCAL AGREEMENT

The Wake County Board of Commissioners, hereinafter referred to as "the County Commissioners," and the Wake County Board of Education, hereinafter referred to as "the School Board," agree to the following amendment to the Sales Tax Interlocal Agreement made and entered into between the parties on the 20th day of March 2007 (the "Agreement") and previously amended by a First Addendum and Second Addendum:

A. Paragraphs 1, 1(a) and 1(b). Paragraphs 1, 1(a) and 1(b) shall be replaced in their entirety with the following:

“1. **Agency Created.** The County Commissioners irrevocably appoint the School Board as its sole agent to carry out all phases of any construction, renovation, repair, or guaranteed energy savings project undertaken pursuant to this Agreement. The School Board, as the County Commissioners' agent, assumes all of the County Commissioners' rights, duties, and responsibilities regarding any construction, renovation, repair, or guaranteed energy savings project undertaken pursuant to this Agreement. Notwithstanding previous arrangements, this Agency shall govern all phases of any construction, renovation, repair, or guaranteed energy savings project undertaken pursuant to this Agreement.

a. Negotiate and Execute Contracts. The School Board, as agent for the County Commissioners, shall have sole and exclusive authority to negotiate and execute on behalf of the County all contracts for school projects undertaken pursuant to this Agreement, as long as the funds to be expended pursuant to those contracts are within the project budget established by the School Board and approved by the County Commissioners.

b. Supervise Construction and Renovation Projects. The School Board, as agent for the County Commissioners, shall be solely responsible for carrying out and maintaining the construction, renovation, repair, or guaranteed energy savings projects, and the School Board shall have all rights to supervise the construction, renovation, repair, and guaranteed energy savings projects. The County shall have no supervisory authority for the construction, renovation, repair, and guaranteed energy savings of projects.”

B. Agreement Otherwise Unchanged. The parties agree that in all other respects, except as specifically amended by fully-executed written addendums to the Agreement, the Agreement

remains unchanged and all of its terms remain in full force and effect and as a binding agreement between the parties. This amendment shall be applicable to any contracts or change orders that were executed or will be executed pursuant to the Agreement after October 1, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their corporate names by their duly authorized officers, upon the conditions stated above, this 18th day of November 2019.

[SEAL]
ATTEST:

WAKE COUNTY, NORTH CAROLINA

Clerk, Board of Commissioners

Chair, Board of Commissioners

[SEAL]
ATTEST:

WAKE COUNTY BOARD OF EDUCATION

Secretary, Superintendent

Chair, Board of Education

Approved as to form only by:

Approved as to form only by:

Scott W. Warren, County Attorney

Rod Malone, Board of Education Attorney