

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE  
AND EXECUTE A MUNICIPAL AGREEMENT WITH THE NORTH  
CAROLINA DEPARTMENT OF TRANSPORTATION TO SUPPORT  
TRANSIT-PLANNING ACTIVITIES FOR THE CHARLOTTE REGIONAL  
TRANSPORTATION PLANNING ORGANIZATION**

WHEREAS, this Municipal Agreement is to provide for the undertaking of public transportation studies described in each cycle of the United Planning Work Program; and,

WHEREAS, the NCDOT will reimburse the City up to \$2,253,438 for FY 2023; and,

WHEREAS, the format and cost sharing philosophy are consistent with past municipal agreements; and,

WHEREAS, the City Manager, and City Clerk are hereby empowered to sign and execute the Agreement with the North Carolina Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte is hereby formally approved by the City Council of the City of Charlotte.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 338-368.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



---

Stephanie C. Kelly, City Clerk, MMC, NCCMC

## INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
  
and  
  
**CITY OF CHARLOTTE**  
on behalf of  
**CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR  
  
**METROPOLITAN PLANNING GRANT PROGRAM**

***Federal Award Identification***

Application Number:	<b>1000013186</b>
NCDOT Project Number:	<b>23-08-102</b>
Approved Indirect Cost Rate:	<b>N/A</b>
FAIN Number(s):	<b>NC-2022-037-00</b>
CFDA Number:	<b>20.505</b>
DUNS/UEI Number:	<b>071064166 Y84GJESBH8W5</b>
Total Amount of Award:	<b>\$2,503,821</b>

.....  
**Federal Funded Programs:**

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b>5303 Metropolitan Planning Grant</b>                              |
| <input type="checkbox"/>            | <b>5307 Urbanized Area Formula Grant</b>                             |
| <input type="checkbox"/>            | <b>5310 Elderly and Disabled Formula Grant</b>                       |
| <input type="checkbox"/>            | <b>5311 Community Transportation Rural Formula Grant</b>             |
| <input type="checkbox"/>            | <b>5311 Appalachian Development Transit Assistance Program Grant</b> |
| <input type="checkbox"/>            | <b>5311f Intercity Bus Grant</b>                                     |
| <input type="checkbox"/>            | <b>5316 Job Access Reverse Commute Grant</b>                         |
| <input type="checkbox"/>            | <b>5317 New Freedom Grant</b>  |
| <input type="checkbox"/>            | <b>5339 Bus and Bus Facility Grant</b>                               |

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF CHARLOTTE on behalf of Charlotte Regional Transportation Planning Organization**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

**1. Purpose of Agreement**

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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.

**2. 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.

**3. Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2022 to June 30, 2023**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

**4. Project Implementation**

- a. Scope of Project. **The City of Charlotte, operating as the Charlotte Regional Transportation Planning Organization, is requesting funds for transit planning in the MPO area.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.



- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

## 5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWO MILLION FIVE HUNDRED THREE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS (\$2,503,821)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

<b>Planning WBS</b>	Planning Total	Planning Federal (80%)	Planning State (10%)	Planning Local (10%)
36230.5.22.6	\$2,503,821	\$2,003,056	\$250,382	\$250,383
Agreement #				
<b>Project Total</b>	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$2,503,821	\$2,003,056	\$250,382	\$250,383

## 6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
- ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
  - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
  - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
  - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
  - ii. Necessary in order to accomplish the Project
  - iii. Reasonable in amount for the goods or services purchased

- iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
  - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
  - vi. Satisfactorily documented
  - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
  - ii. Any cost that is not included in the latest Approved Project Budget,
  - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
  - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about

the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
  - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
  - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
  - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

## **7. Accounting Records**

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

## **8. Reporting, Record Retention, and Access**

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date

of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

## **9. Compliance with Laws and Regulations**

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

## **10. Conflicts of Interest Policy**

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

### **Prohibition on Bonus or Commission Payments**

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

### **11. Tax Compliance Certification**

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23®, stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

### **12. Assignment**

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

### **13. Hold Harmless.**

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United

States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

#### **14. Real Property, Equipment, and Supplies.**

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.
- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility



maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
  - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

- (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
  - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
  - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
  - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

## **15. Insurance**

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

## **16. Termination**

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

## **17. Additional Repayment Requirements and Remedies**

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

## **18. Civil Rights and Equal Opportunity**

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

## **19. Choice of Law and Venue**

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

## **20. Severability**

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

## **21. Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



**Federal Terms and Conditions, Attached**

## **22. Federal Terms and Conditions**

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that

may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In

addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this

contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to

participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

- (a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,
- (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and
- ® Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and



(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323®, and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation

necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

### **23. Contract Administrators.**

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman  
Title: Financial Manager  
Agency: NCDOT/PTD  
Email: [Msfreeman1@ncdot.gov](mailto:Msfreeman1@ncdot.gov)  
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550  
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601  
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Temekia Dae  
\_\_\_\_\_  
Title: Financial Officer  
\_\_\_\_\_  
Agency: City of Charlotte - Charlotte Regional Transportation Planning  
Organization  
\_\_\_\_\_  
Address: 600 E. 4th Street  
\_\_\_\_\_  
Email: temekia.dae@charlottenc.gov  
\_\_\_\_\_  
Phone: 704-336-2676  
\_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

**CITY OF CHARLOTTE**  
**on behalf of Charlotte Regional**  
**Transportation Planning**  
**Organization**

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

52-1333483

SUBRECIPIENT'S FISCAL YEAR END:

**JUNE 30, 2023**

BY: DocuSigned by:  
*Alyson Craig*  
396B6E6E597D498...

TITLE:

**Planning Manager**

ATTEST: DocuSigned by:  
*Jemekia Dae*  
191092DB841440C...

TITLE:

Financial officer

DEPARTMENT OF  
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR  
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

**Attachment**  
**Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative:  396B6E6E597D498...

Interim Planning Director  
Title: \_\_\_\_\_

Date: 7/11/2022  
\_\_\_\_\_



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

June 13, 2022

Mr. John Lewis, Jr., Chief Executive Officer  
City of Charlotte, Charlotte Area Transit System  
600 E 4<sup>th</sup> Street,  
Charlotte, North Carolina 28202

RE: FY23 Metropolitan Planning Grant Program (Section 5303)  
Project No.: 23-08-102  
WBS Element No.: 36230.5.22.6  
Period of Performance: 07-01-2022 – 06-30-2023

Dear Mr. Lewis:

On May 5, 2022, the Board of Transportation approved your organization's request for an FY23 Metropolitan Planning Grant in the amount of \$2,503,821. The agreement to be executed between City of Charlotte and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield  
Director

RB\mf  
Attachments

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
PROJECT NUMBER: 23-08-102  
APPROVED BUDGET SUMMARY  
EFFECTIVE DATE 07/1/2022

PROJECT SPONSOR: CITY OF CHARLOTTE  
PROJECT DESCRIPTION: FY23 METROPOLITAN PLANNING GRANT PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING I - 36230.5.22.6 \$2,503,821  
PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
PLANNING - 36230.5.22.6	100%	80%	10%	10%
AGREEMENT	\$2,503,821	\$2,003,056	\$250,382	\$250,383
 TOTAL	 \$2,503,821	 \$2,003,056	 \$250,382	 \$250,383



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
APPROVED PROJECT BUDGET

PROJECT: 23-08-102  
SPONSOR: CITY OF CHARLOTTE  
WBS: 36230.5.22.6

<u>DEPARTMENT 4526 - PLANNING I</u>		<u>APPROVED</u>
<u>OBJECT</u>	<u>TITLE</u>	<u>BUDGET</u>
M302	442100-PROG SUPT ADMIN	21,265
M304	442301-L-RNG TRN PLN SYS	1,486,438
M306	442400-S-RNG TRANSP PLN	29,654
M313	442700-OTHER ACTIVITIES	966,464
<b>TOTAL PLANNING</b>		<b>\$ 2,503,821</b>

## PROGRAM SUMMARY SHEET REQUIREMENTS

**NORTH CAROLINA**

Department of Transportation

TRANSPORTATION DEMAND MANAGEMENT FEDERAL, STATE
---

**Administration, Operating**

<b>PRINCIPLE</b>	The Transportation Demand Management Program (TDM) is intended to provide financial support for operating and in some cases administrative costs of transportation demand management programs promoting alternative transportation options to the single occupant vehicle.
<b>ELIGIBLE SUBRECIPIENTS</b>	Organizations must be public bodies responsible for promotion of TDM activities and may also provide services such as carpool/vanpool matching and vehicles for use in vanpooling. It is the intent of this program to fund only one organization per region. Eligible entities within a region are encouraged to partner together to provide TDM programming. This program may be funded with State funds or Federal Congestion Mitigation and Air Quality (CMAQ) in nonattainment or maintenance areas measured by ozone and CO pollutants or state funds.
<b>ELIGIBLE SERVICE and SERVICE AREA</b>	<p>The following activities are eligible if they are explicitly aimed at reducing single occupancy vehicle (SOV) travel and associated emissions: fringe parking, traveler information services, shuttle services, guaranteed ride home programs, carpools, vanpools, traffic calming measures, parking pricing, variable road pricing, telecommuting/teleworking, employer-based commuter choice programs.</p> <p>The CMAQ funds may support capital expenses and, as discussed in Section VII.A.2, of the Interim Program Guidance up to five years of operating assistance to administer and manage new or expanded TDM programs. Marketing and outreach efforts to expand use of TDM measures may be funded indefinitely, but only if they are broken out as distinct line items.</p> <p>Eligible telecommuting activities include planning, preparing technical and feasibility studies, and training. Construction of telecommuting centers and computer and office equipment purchases should not be supported with CMAQ funds.</p>
<b>FINANCIAL CAPACITY and MANAGEMENT</b>	Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
<b>AUDIT REPORTS and FINANCIAL STATEMENTS</b>	Subrecipients who expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a capital item purchased by PTD on the subrecipients behalf must be considered when determining whether a subrecipient meets the threshold for a single audit.
<b>PROGRAM REPORTING</b>	NCDOT Public Transportation Division requires quarterly and year-end reports. The Program Status Reports are to be submitted with each claim.
<b>OVERSIGHT</b>	Oversight is performed through site visits by staff and quarterly reports.
<b>OTHER</b>	NCDOT PTD has developed a quarterly Performance Scorecard to measure its

## PROGRAM SUMMARY SHEET REQUIREMENTS

<b>REQUIREMENTS</b>	performance over time and across four strategic areas. Developing a similar scorecard for the Statewide TDM Plan provides a consistent means of assessing regional TDM performance, while maintaining a streamlined and efficient means of reporting performance. It includes general goals resulting from the TDM Plan Update process and suggested performance measurements allowing for flexibility in designated specific strategies and tactics best suited for each regional TDM program. This scorecard is to be submitted quarterly to PTD.
<b>REFERENCES</b>	<a href="#">Interim Program Guidance</a> <a href="#">NC Public Transportation Business Guide</a> <a href="#">NCDOT PTD TDM Application</a> <a href="#">09 NCAC 03M</a> <a href="#">FHWA and FTA Guidance and Circulars</a> Certifications and Assurances Agreement Terms and Conditions
<b>UPDATES/REVISIONS</b>	Original Date: 4/16/2018 Last Amended Date:

**RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO  
EXECUTE INTERLOCAL AGREEMENTS WITH IREDELL COUNTY AREA  
TRANSPORTATION SYSTEM AND UNION COUNTY TRANSPORTATION TO  
SUPPORT TRANSIT-PLANNING ACTIVITIES FOR THE CHARLOTTE  
REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

WHEREAS, this Interlocal Agreement is to provide for the undertaking of public transportation studies described in each cycle of the United Planning Work Program; and,

WHEREAS, the city will reimburse Union County up to \$132,708 for FY 2023; and,

WHEREAS, the city will reimburse Iredell County up to \$67,517 for FY 2023; and,

WHEREAS, the format and cost sharing philosophy are consistent with past interlocal agreements; and,

WHEREAS, the City Manager, or his designee, is hereby empowered to sign and execute the Agreement with Iredell County and Union County.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement between the City of Charlotte Planning, Design, and Development Department and Iredell County and Union County is hereby formally approved by the City Council of the City of Charlotte.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 369-422.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



---

Stephanie C. Kelly, City Clerk, MMC, NCCMC

**STATE OF NORTH CAROLINA**

**SECTION 5303**

**COUNTY OF MECKLENBURG**

**GRANT AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and **IREDELL COUNTY, NC**, through its public transit department, the Iredell County Area Transportation System (“ICATS” or “Subrecipient”) (collectively, the “Parties”) for a transit project for fixed-route and para-transit, demand response evaluation and community outreach.

**GENERAL RECITALS**

**WHEREAS**, Section 16 of the Federal Transit Act, 49 U.S.C. §5303, Provides metropolitan transportation planning (“Section 5303”); and

**WHEREAS**, the Federal Transit Administration (the “FTA”) has designated the City as a grant recipient for planning funds to conduct analyses, programs involving transit or related activities for Federal Fiscal Year 2022 funds; and

**WHEREAS**, the Governor of North Carolina designated the City, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selection Projects proposed by eligible subrecipients for Section 5303 funds; and

**WHEREAS**, the Unified Planning Work Program (UPWP) is adopted annually in accordance with FTA transportation planning guidelines; and

**WHEREAS**, grant (UPWP) funds are allocated by the FTA to communities through a locally designed recipient, specifically Charlotte Regional Transportation Planning Organization (CRTPO); and

**WHEREAS**, the City is the lead planning agency for the CRTPO and is designated, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selection Projects proposed by eligible subrecipients for Section 5303 funds; and

**WHEREAS**, the Parties desire to secure and utilize FY2023 Section 5303 grant funds for ICATS fixed-route and para-transit, demand response evaluation and community outreach.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the Parties agree follows.

## **AGREEMENT**

### **1. Purpose.**

The purpose of this Agreement is to provide for the undertaking of non-urbanized and small urban public transportation services as described in the project application, Exhibit A (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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.

### **2. Project Implementation.** Subrecipient agrees to carry out the Project as follows:

- 2.1 Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
- a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements";
  - b. FTA Circular 9045.1, "New Freedom Program Guidance and Application Instructions";
  - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
  - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";
  - e. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
  - f. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
  - g. FTA Master Agreement, dated October 1, 2016;
  - h. FTA Circular 4220.1F, "Third Party Contracting Guidance";
  - i. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
  - j. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
  - k. Subrecipient's Application.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

### **3. Definitions.** Unless otherwise defined herein, the following terms shall have the meaning set forth below:

**3.1 City or Direct Recipient** means the City of Charlotte.

**3.2 Common Rules** means DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates

by reference OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200.

**3.3** Applicant, or Subrecipient means Iredell County, NC, through its public transit department, the Iredell County Area Transportation System (ICATS).

**3.4** Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term “disability” means, with respect to an individual—

- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
- (b) A record of such impairment; or
- (c) Being regarded as having such an impairment.

**3.5** DOT means the U.S. Department of Transportation.

**3.6** FTA means the Federal Transit Administration.

**3.7** Grant Funds means the FTA funds provided by the City for Subrecipient’s Section 5303 Project.

**3.8** Master Agreement means The FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.

**3.9** NCDOT means the North Carolina Department of Transportation.

**3.10** OMB means the United States Office of Management and Budget.

**3.11** Prior Approval means securing the City’s or NCDOT’s written permission prior to taking action or incurring a certain cost.

**4. Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: Subrecipient’s Application

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

**5. Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

**5.1. Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5303 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and

schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

**6. Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient's Application, incorporated into this Agreement as Exhibit A.

**6.1 City Share.** The City shall provide, from Federal funds, eighty percent (80%) of the actual costs of the project, not to exceed sixty thousand and fifteen dollars (\$60,015).

**6.2 State Share.** The City shall provide, from NCDOT funds, ten percent (10%) of the actual cost of the project, not to exceed seven thousand five hundred and two dollars (\$7,502). The total not to exceed City Share is sixty-seven thousand five hundred and seventeen dollars (\$67,517).

**6.3 Subrecipient Share.** Subrecipient shall provide Ten Percent (10%) of the actual costs of the Project as defined in Subrecipient's Application and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Application.

**7. Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.

**7.1.** Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

**7.2.** All reimbursable expenses submitted by Subrecipient must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).

**7.3.** The City shall disburse the City's Share within thirty (30) days of each valid Monthly Report submitted by Subrecipient. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.

**7.4.** The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.

**7.5.** Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.

**8. Period of Performance.** This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2022 to June 30, 2023. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

**9. Accounts and Records.**



- 9.1. Establishment and Maintenance of Accounting Records. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.
- 9.3. Allowable Costs. Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
  - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
  - b. Necessary in order to accomplish the Project;
  - c. Reasonable in amount for the services purchased;
  - d. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
  - e. Made in conformance with the federal cost principles set forth in the Common Rules;
  - f. Satisfactorily documented; and
  - g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

- 10. Audit and Inspection.** Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, Subrecipient agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

- 11. Representations and Warranties of Subrecipient.** Subrecipient represents and covenants that:

- 11.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 11.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A.
- 11.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.

- 11.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 11.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 11.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6 of this Agreement.

## **12. Termination of Agreement.**

12.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.

12.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5303 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.

12.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 12.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.

12.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.

12.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve

Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

**13. Relationship of the Parties.** The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**14. Indemnification.**

**14.1** To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “charges” (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient’s failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

**14.2** This Section 14 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

**14.3** Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City’s negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

**15. Insurance.**

**15.1** General Requirements.

- (a) Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 15, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.

- (b) All insurance policies required by Section 15.2 shall be with insurers qualified and doing

business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by Section 15.2.

- (c) Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Agreement. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 14).
- (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
- (e) Within three (3) days after execution of this Agreement, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 15 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Agreement.
- (f) Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
- (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 15**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.

15.2. Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:

- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
- (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage

for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

- (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.

**16. Drug-Free Workplace.** The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has, or it will within thirty (30) days after execution of this Agreement:

16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

16.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

16.7 A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

**17. Non-Discrimination Policy.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Subrecipient retaliate against any person or entity for reporting instances of such discrimination. Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding

the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

- 18. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient \_\_\_\_\_:

Bradley Johnson, Transit Director  
2611 Ebony Circle  
Statesville, NC 28677  
Phone: (704) 873-9393  
Fax: (704) 873-8125  
E-mail: Bradley.johnson@co.iredell.nc.us

For the City:

Robert Cook, Assistant Director  
600 East Fourth Street  
Charlotte, NC 28202  
Phone: (704) 336-8643  
Fax: (704) 353-0797  
E-mail: Robert.W.Cook@charlottenc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City:

Lisa Flowers  
City Attorney's Office  
600 East Fourth Street  
Charlotte, NC 28202  
Phone: (704) 432-2568  
Fax: (704) 353-0797  
E-mail: Lisa.Flowers@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 19. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting

in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

## **20. Breaches and Dispute Resolution.**

20.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

20.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

20.3.1 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

20.3.2 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 20.6 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

20.3 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.



**20.4** Mediation.

- (a) **Selection of Mediator.** The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) **Mediation Contract.** Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in **Section 22.6(c)** below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) **Stalemate.** If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

**21. No Liability for Special or Consequential Damages.** The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

**22. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**23. No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.

**24. Approvals.** All approvals or consents required under this Agreement must be in writing.

**25. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

**26. Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	"Employment Taxes and Employee Benefits"
Section 11	"Representations and Warranties of Subrecipient"
Section 12	"Termination of Agreement"
Section 14	"Indemnification"
Section 15	"Insurance"
Section 18	"Notices and Principal Contacts"

**27. Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

**28. Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

**29. Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

**30. Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any sub-agreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State

and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

30.1 Access to Records and Reports.

- (a) Record Retention. Subrecipient shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Subrecipient shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) Access to Records. The Subrecipient agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

30.2 Buy America. Reserve

30.3 Cargo Preference. Reserve

30.4 Charter Service. Charter Service. Subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d)
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include, barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or any other appropriate remedy that may apply.

Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

30.5 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, Subrecipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387.. Specifically, Subrecipient agrees that:

- (a) It will not use any violating facilities;
- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA “List of Violating Facilities;”
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30.6 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et.seq.*, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity)... Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (e) Access to Services for Persons with Limited English Proficiency. Subrecipient agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. Subrecipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

**30.7** Disadvantaged Business Enterprises (DBE). Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall

carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Subrecipient from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

30.8 Contract Work Hours and Safety Standards. Reserved

30.9 Energy Conservation. Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

30.10 Fly America - Reserved

30.11 Government-Wide Debarment and Suspension.

(a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
- (ii) Suspended from participation in any federally assisted Award;
- (iii) Proposed for debarment from participation in any federally assisted Award;
- (iv) Declared ineligible to participate in any federally assisted Award;
- (v) Voluntarily excluded from participation in any federally assisted Award; or
- (vi) Disqualified from participation in any federally assisted Award.

(b) Certification. Upon execution of this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions."

(c) Verification. Subrecipient and all lower-tier participants must verify that the entity with whom the Subrecipient or lower-tier participant intends to do business with is not

excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. Subrecipient and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.

- (d) Disclosing Information. Subrecipient and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

30.12 Lobbying Restrictions. Subrecipient agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Application in Exhibit A.

Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

30.13 No Government Obligation to Third Parties.

- (a) The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5303 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5303 grant.
- (b) Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.14 Reserved.

30.15 Reserved.

30.16 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that

may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

30.17 Reserved.

30.18 Recycled Products. Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

30.19 Safe Operation of Motor Vehicles.

- a) **Seat Belt Use.** Iredell County is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Iredell County or the City.
- b) **Distracted Driving.** Iredell County agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Iredell County owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

30.20 School Bus Operations. – Reserved

30.21 Reserved.

30.22 Reserved.

30.23 Reserved.

30.24 Reserved.

30.25 Federal Changes.

- (a) Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's



failure to so comply shall constitute a material breach of this Agreement.

- (b) Subrecipient agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

30.26 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

30.27 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's

requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

(SIGNATURES ON NEXT PAGE)

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

**IREDELL COUNTY**

**Attest:**

By: *Bradley Johnson*

By: **Mollie Davenport**

Print Name: Bradley Johnson

Print Name: Mollie Davenport

Title: Transit Director

Title: Transit Office Manager

Date: 9/19/2022

Date: Sep 19, 2022

**CITY OF CHARLOTTE**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: *Mollie Davenport*  
Mollie Davenport (Sep 19, 2022 09:36 EDT)

Email: mdavenport@co.iredell.nc.us






# 5303 Agreement - ICATS\_FY\_2023 9-12-2022

Final Audit Report

2022-09-19

Created:	2022-09-19	
By:	Bradley Johnson (bradley.johnson@co.iredell.nc.us)	October 10, 2022
Status:	Signed	Resolution Book 53, Page 393
Transaction ID:	CBJCHBCAABAAC5WF2T_Z-F8_g_vTvVOZ8eaJzMUe3l1F	

## "5303 Agreement - ICATS\_FY\_2023 9-12-2022" History

-  Document created by Bradley Johnson (bradley.johnson@co.iredell.nc.us)  
2022-09-19 - 1:33:47 PM GMT- IP address: 152.31.128.130
-  Document emailed to Mollie Davenport (mdavenport@co.iredell.nc.us) for signature  
2022-09-19 - 1:35:07 PM GMT
-  Email viewed by Mollie Davenport (mdavenport@co.iredell.nc.us)  
2022-09-19 - 1:36:09 PM GMT- IP address: 96.10.160.194
-  Document e-signed by Mollie Davenport (mdavenport@co.iredell.nc.us)  
Signature Date: 2022-09-19 - 1:36:48 PM GMT - Time Source: server- IP address: 96.10.160.194
-  Agreement completed.  
2022-09-19 - 1:36:48 PM GMT

October 10, 2022  
Resolution Book 53, Page 394

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**SECTION 5303**  
**GRANT AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and **UNION COUNTY, NC**, through its public transit department, the Union County Transportation System (“Union” or “Subrecipient”) (collectively, the “Parties”) for a transit project for fixed-route evaluation and community outreach.

**GENERAL RECITALS**

**WHEREAS**, Section 16 of the Federal Transit Act, 49 U.S.C. §5303, Provides metropolitan transportation planning (“Section 5303”); and

**WHEREAS**, the Federal Transit Administration (the “FTA”) has designated the City as a grant recipient for planning funds to conduct analyses, programs involving transit or related activities for Federal Fiscal Year 2022 funds; and

**WHEREAS**, the Governor of North Carolina designated the City, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selected Projects proposed by eligible subrecipients for Section 5303 funds; and

**WHEREAS**, the Unified Planning Work Program (UPWP) is adopted annually in accordance with FTA transportation planning guidelines; and

**WHEREAS**, grant (UPWP) funds are allocated by the FTA to communities through a locally designed recipient, specifically Charlotte Regional Transportation Planning Organization (CRTPO); and

**WHEREAS**, the City is the lead planning agency for the CRTPO and is designated, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selected Projects proposed by eligible subrecipients for Section 5303 funds; and

**WHEREAS**, the Parties desire to secure and utilize FY2023 Section 5303 grant funds for Union for rider surveys; ridership, route, rate & Socioeconomic analyses; grant development; interagency coordination; state & regional coordination.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the Parties agree follows.

October 10, 2022  
Resolution Book 53, Page 395

## **AGREEMENT**

### **1. Purpose.**

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application, Exhibit A (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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.

### **2. Project Implementation.** Subrecipient agrees to carry out the Project as follows:

- 2.1 Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
- a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements";
  - b. FTA Circular 9045.1, "New Freedom Program Guidance and Application Instructions";
  - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
  - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";
  - e. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
  - f. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
  - g. FTA Master Agreement, dated October 1, 2016;
  - h. FTA Circular 4220.1F, "Third Party Contracting Guidance";
  - i. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
  - j. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
  - k. Subrecipient's Application.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

### **3. Definitions.** Unless otherwise defined herein, the following terms shall have the meaning set forth below:

**3.1** City or Direct Recipient means the City of Charlotte.

**3.2** Common Rules means DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200.

**3.3** Applicant, or Subrecipient means Union County, NC.

**3.4** Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term "disability" means, with respect to an individual—

- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
- (b) A record of such impairment; or
- (c) Being regarded as having such an impairment.

**3.5** DOT means the U.S. Department of Transportation.

**3.6** FTA means the Federal Transit Administration.

**3.7** Grant Funds means the FTA funds provided by the City for Subrecipient's Section 5303 Project.

**3.8** Master Agreement means The FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.

**3.9** NCDOT means the North Carolina Department of Transportation.

**3.10** OMB means the United States Office of Management and Budget.

**3.11** Prior Approval means securing the City's or NCDOT's written permission prior to taking action or incurring a certain cost.

**4. Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: Subrecipient's Application

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

**5. Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

**5.1. Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section

5303 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

**6. Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient's Application, incorporated into this Agreement as Exhibit A.

**6.1 City Share.** The City shall provide, from Federal funds, eighty percent (80%) of the actual costs of the project, not to exceed one hundred seventeen thousand and nine hundred sixty-three dollars (\$117,963).

**6.2 State Share.** The City shall provide, from NCDOT funds, ten percent (10%) of the actual cost of the project, not to exceed fourteen thousand and seven hundred forty-five dollars (\$14,745). The total not to exceed City Share is one hundred thirty-two thousand and seven hundred and eight dollars (\$132,708).

**6.3 Subrecipient Share.** Subrecipient shall provide Ten Percent (10%) of the actual costs of the Project as defined in Subrecipient's Application and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Application.

**7. Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.

**7.1.** Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

**7.2.** All reimbursable expenses submitted by Subrecipient must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).

**7.3.** The City shall disburse the City's Share within thirty (30) days of each valid Monthly Report submitted by Subrecipient. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.

**7.4.** The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.

**7.5.** Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.



**8. Period of Performance.** This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2022 to June 30, 2023. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

**9. Accounts and Records.**

- 9.1. Establishment and Maintenance of Accounting Records. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.
- 9.3. Allowable Costs. Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
  - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
  - b. Necessary in order to accomplish the Project;
  - c. Reasonable in amount for the services purchased;
  - d. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
  - e. Made in conformance with the federal cost principles set forth in the Common Rules;
  - f. Satisfactorily documented; and
  - g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

**10. Audit and Inspection.** Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, Subrecipient agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

**11. Representations and Warranties of Subrecipient.** Subrecipient represents and covenants that:

- 11.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 11.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A.
- 11.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 11.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 11.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 11.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6 of this Agreement.

## **12. Termination of Agreement.**

12.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.

12.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5303 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.

12.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 12.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.

12.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination.

Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.

**12.5 Waiver of Remedies for Breach.** In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**12.6 Obligations upon Expiration or Termination.** Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

**13. Relationship of the Parties.** The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**14. Indemnification.**

**14.1** To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

**14.2** This Section 14 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

14.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

## **15. Insurance.**

### 15.1 General Requirements.

- (a) Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 15, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- (b) All insurance policies required by Section 15.2 shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by Section 15.2.
- (c) Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Agreement. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 14).
- (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
- (e) Within three (3) days after execution of this Agreement, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 15 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Agreement.
- (f) Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
- (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 15**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.

15.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:

- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
- (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
- (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.

**16. Drug-Free Workplace.** The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has, or it will within thirty (30) days after execution of this Agreement:

16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

16.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

16.7 A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

- 17. Non-Discrimination Policy.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Subrecipient retaliate against any person or entity for reporting instances of such discrimination. Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by subrecipient on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

- 18. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient :

Theresa Torres  
610 Patton Avenue  
Monroe, NC 28110  
Phone: (704) 283-3598  
Fax: (704) 283-3551  
E-mail: [theresa.torres@unioncountync.gov](mailto:theresa.torres@unioncountync.gov)

For the City:

Robert Cook, Assistant Director  
600 East Fourth Street  
Charlotte, NC 28202  
Phone: (704) 336-8643  
Fax: (704) 353-0797  
Email: [Robert.W.Cook@charlottenc.gov](mailto:Robert.W.Cook@charlottenc.gov)

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient:

Jason Kay  
Union County Government Office of Legal Counsel  
500 North Main Street

For the City:

Lisa Flowers  
City Attorney's Office  
600 East Fourth Street

Suite 925  
Monroe, NC 28112  
Phone: (704) 283-3784  
Email: jason.kay@unioncounty.gov

Charlotte, NC 28202  
Phone: (704) 432-2568  
Fax: (704) 353-0797  
E-mail: lflowers@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**19. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

**20. Breaches and Dispute Resolution.**

20.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

20.2 Any subrecipient or its contractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

20.2.1 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

20.2.2 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Subrecipient and its contractors with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.

- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 20.4 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

20.3 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

20.4 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Section 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

**21. No Liability for Special or Consequential Damages.** The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.



- 22. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 23. No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.
- 24. Approvals.** All approvals or consents required under this Agreement must be in writing.
- 25. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.
- 26. Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:
- |             |  |
|-------------|--|
| Section 7.5 | "Employment Taxes and Employee Benefits"         |
| Section 11  | "Representations and Warranties of Subrecipient" |
| Section 12  | "Termination of Agreement"                       |
| Section 14  | "Indemnification"                                |
| Section 15  | "Insurance"                                      |
| Section 18  | "Notices and Principal Contacts"                 |
- 27. Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.
- 28. Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.
- Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

**29. Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

**30. Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

**30.1 Access to Records and Reports.**

- (a) **Record Retention.** Subrecipient shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) **Retention Period.** The Subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Subrecipient shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) **Access to Records.** The Subrecipient agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- (d) Access to the Sites of Performance. The Subrecipient agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

30.2 Buy America. Reserve

30.3 Cargo Preference. Reserve

30.4 Charter Service. Union agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d)
- b) FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

Union agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include, barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or any other appropriate remedy that may apply.

Union should also include the substance of this clause in each subcontract that may involve operating public transit services.

30.5 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, Subrecipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387.. Specifically, Subrecipient agrees that:

- (a) It will not use any violating facilities;
- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA “List of Violating Facilities;”
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30.6 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or

discriminatory specifications.

Under this Agreement, Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Union agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity)... Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (e) Access to Services for Persons with Limited English Proficiency. Subrecipient agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income *Populations*," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. Subrecipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

Failure by the Subrecipient to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

30.7 Disadvantaged Business Enterprises (DBE). Union shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Union shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Union to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Union from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

30.8 Contract Work Hours and Safety Standards. Reserved

30.9 Energy Conservation. Union agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

30.10 Fly America - Reserve

30.11 Government-Wide Debarment and Suspension.

- (a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a

federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
  - (ii) Suspended from participation in any federally assisted Award;
  - (iii) Proposed for debarment from participation in any federally assisted Award;
  - (iv) Declared ineligible to participate in any federally assisted Award;
  - (v) Voluntarily excluded from participation in any federally assisted Award; or
  - (vi) Disqualified from participation in any federally assisted Award.
- (b) Certification. Upon execution of this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions."

- (c) Verification. Subrecipient and all lower-tier participants must verify that the entity with whom the Subrecipient or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. Subrecipient and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.
- (d) Disclosing Information. Subrecipient and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

30.12 Lobbying Restrictions. Subrecipient agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its

behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Application in Exhibit A.

Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

30.13 No Government Obligation to Third Parties.

- (a) The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5303 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5303 grant.
- (b) Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.14 Reserved.

30.15 Reserved.

30.16 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

30.17 Reserved.

30.18 Recycled Products. Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

30.19 Safe Operation of Motor Vehicles.

- a) **Seat Belt Use.** Union is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Union or the City.
- b) **Distracted Driving.** Union agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Union owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

30.20 School Bus Operations. – Reserved

30.21 Reserved.

30.22 Reserved.

30.23 Reserved.

30.24 Reserved.

30.25 Federal Changes.

- (a) Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient’s failure to so comply shall constitute a material breach of this Agreement.
- (b) Subrecipient agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

30.26 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
- (b) DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;



- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

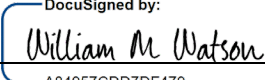
Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

30.27 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

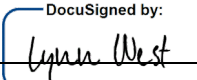
(SIGNATURES ON NEXT PAGE)

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

**UNION COUNTY**

By:   
A84957CDD7DF479...  
Print Name: William M. Watson  
Title: County Manager  
Date: August 12, 2022

**Attest:**

By:   
6F83471AAAD34A4...  
Print Name: Lynn West  
Title: Clerk to the Board of Commissioners  
Date: August 15, 2022

**CITY OF CHARLOTTE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **Federal Transit Administration Section 5303**

# **Call for Projects and Grant Application Package for FY 2023**

**DATE OF ISSUANCE: NOVEMBER 10, 2021**

**DEADLINE FOR SUBMISSION TO CRTPO: DECEMBER 9, 2021**

*The Charlotte Regional Transportation Planning Organization (CRTPO) provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person who has questions concerning this policy or who believes they have been discriminated against should contact the CRTPO at 704-336-4979.*

## **1 Grant Overview**

### **1.1 Public Notice**

The Charlotte Regional Transportation Planning Organization (“CRTPO”) is the federally-designated Metropolitan Planning Organization (“MPO”) for the Charlotte area and is a division of the City of Charlotte’s Planning, Development & Design Department (“City”).

The CRTPO is opening a call for projects that are eligible for Federal Transit Administration Section 5303 formula funds. The CRTPO allocates these funds to support transit and transit related planning activities.

### **1.2 Funding Overview**

The Metropolitan Planning Program (MPP) provides Federal financial assistance to help urbanized areas (UZAs) plan for the development, improvement, and effective management of their multimodal transportation systems in accordance with the transportation planning requirements of the joint Federal Transit Administration (FTA)/Federal Highway Administration (FHWA) planning regulations (23 CFR Part 450).

The CRTPO is the MPO for the Charlotte-Mecklenburg urbanized area (UZA) and is responsible for developing the long-range transportation plan and the Transportation Improvement Program in accordance with 49 U.S.C. § 5303.

The North Carolina Department of Transportation (NCDOT) has allocated FY 2022 Section 5303 MPP grant funds for the planning projects is projected to be **\$980,000**. This amount is subject to change, and the final amount will be released in January 2022 by North Carolina Department of Transportation’s Integrated Mobility Division (NCDOT, IMD).

## **2 Call for Projects Information and Instructions**

### **2.1 Call for Projects Overview**

CRTPO allocates federal funding for multimodal transportation planning to its member jurisdictions and transit agencies within its planning area. Planning needs to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities

The Section 5303 program requires a local match to ensure projects are 100% funded. On actual costs occurred, the FTA’s contribution will be 80%, 10%, state funds from NCDOT, and 10% from the awardee up to the awarded amount. The awardee will be responsible for excess costs and shall initiate and prosecute the project to the completion.

All questions and completed grant application documents shall be submitted to:

Mr. Jerrel Leonard, AICP, Transit Planner  
Charlotte Regional Transportation Planning Organization  
City of Charlotte  
600 East Fourth Street, Eighth Floor  
Charlotte, NC 28202

jerrel.leonard@charlottenc.gov  
704-336-4979

## 2.2 Section 5303 Call for Projects Schedule:

- |   |                                   |
|---|-----------------------------------|
| • Application Issuance and Announcement:  | November 10, 2021                 |
| • <b><u>APPLICATION DEADLINE:</u></b>   | <b>DECEMBER 9, 2021 5:00 P.M.</b> |
| • CRTPO Technical Coordinating Committee (TCC) will make its recommendation to the Board: | March 3, 2022                     |
| • CRTPO's Board to Approve Projects:  | March 16, 2022                    |
| • CRTPO Award Notification to Applicants:   | March 18, 2022                    |

## 2.1 Application Package:

This package contains the following items:

- PDF Fillable Application Form - Required (you may substitute the application into a Word document, for example, but please keep the order)
- Project Funding Worksheet - Required (Excel, but please submit a PDF or the worksheet)
- Application Checklist
- Example of the Agreement
- Example of a Project Funding Worksheet

## 3 **Application Evaluation**

Applications must be submitted to CRTPO staff and thoroughly evaluated for eligibility based upon federal eligibility requirements. After evaluating the proposals, projects meeting federal eligibility requirements will be presented to the CRTPO TCC. The TCC will review the projects recommended for funding and make a recommendation to the CRTPO Board. The Board will vote on funding of the recommended projects. The list of approved projects will be published and submitted to the FTA for funding.

## 4 **Section 5303 Metropolitan Transportation Planning - Statutory Reference**

Section 5303 formula program provides funding and procedural requirements for multimodal transportation planning in metropolitan areas and states. The eligible planning tasks need to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities. The federal statutory regulations associated with the Section 5303 formula program is as follows:

<https://www.govinfo.gov/content/pkg/USCODE-2007-title49/pdf/USCODE-2007-title49-subtitleIII-chap53-sec5303.pdf>

## 5 **Project Reporting**

There will be on-going reporting responsibilities. The funded organization will be required to comply with various federal requirements and federal certifications and assurance such as civil rights, drug and alcohol testing, procurement and others. These responsibilities and requirements will be outlined through an agreement between the recipient and the City of Charlotte/CRTPO. An example of the agreement is attached.

## Application

<b>PART I: Funding Request</b>	
<b>Name of Applicant Organization:</b>	Union County Transportation
<b>Mailing Address:</b>	610 Patton Avenue Monroe, NC 28110
<b>Name and Title of Person Authorized to Submit the Grant Application:</b>	Theresa Torres, Transportation Division Manager
<b>Address, Phone Number and E-Mail Address for Authorized Person:</b>	610 Patton Avenue, Monroe, NC 28110 704-283-3598, <a href="mailto:theresa.torres@unioncountync.gov">theresa.torres@unioncountync.gov</a>
<b>Project Name:</b>	Planning, Research and Development Project
<b>Project Description:</b>	<p>Our project will use the funding associated with this grant to complete tasks including:</p> <ul style="list-style-type: none"> <li>- Data and Planning Support- Ridership analysis, socio-economic analysis, census analysis for equity, market analysis, route analysis, creation and analysis of performance metrics, and rate analysis.</li> <li>- Public Participation – Rider Surveys, Annual customer surveys, responding to customer complaints, and ADA reasonable modification requests.</li> <li>- Statewide &amp; Extra Regional Planning – Interagency coordination, State/NCDOT coordination, regional coordination with COG, and multiple agencies, including Anson County, Mecklenburg County, Iredell/iCATS.</li> <li>- Management, Operations &amp; Program Support Administration – grant development, attending regional and state events, meetings, and training.</li> </ul> <p>In preparation for becoming a direct reporter to the FTA for 5307 funds, we will be hiring an administrative support position that will assist with developing local, state, and federal grants for administrative, operational, and capital funding. This position will also assist in overseeing federal grants and state awards programs and coordinate and administer activities relating to the development and monitoring of compliance for all grant funding.</p>

## Application

<b>PART II: Project Narrative</b> <i>(use supplemental pages as needed)</i>	
<b>Project Needs:</b>	We need the funding for the employees involved in the project to successfully research and implement any and all measures that will help Union County Transportation plan for and manage growing transit needs, maximize service efficiency, and provide quality customer service.
<b>Goals and Objective:</b>	Union County Transportation's goals and objectives are to continue planning efforts by studying the growing need for transportation in our area and developing and implementing solutions to identified needs and opportunities. Not only is our population growing, but the complexity of residents' transit needs is growing as well. We will continue to examine demographic trends and performance metrics to improve efficiency. With the growing demand for transportation in our area, we will continue to coordinate trips with Anson County and work on coordination efforts with Mecklenburg County in efforts to increase ridership capacity and meet the growing demand. We will research and apply for Federal grant funds and other alternative funding sources when applicable to maximize our local and regional ability to leverage all funding sources, and, ensure compliance with all grant requirements. We will attend meetings and training offered regionally and State-wide to stay educated and informed on any changes or new grant opportunities.
<b>Implementation Plans:</b>	Union County Transportation will continue updating and using our Performance Measures and our Success Plan to guide our service provision and operational management efforts. These measures and plan are continuously monitored, and success is gauged in part by customer and employee feedback collected throughout the year, which helps us both understand whether we are meeting goals and help determine if the needs of our system is changing. Ridership analysis and route analysis will be studied using maps and county population data by age, income, disability status, veteran status, and other variables relevant to transit planning. We monitor our passenger per hour statistics, average miles per trip and trips per revenue hour to evaluate the efficiency of our system and make educated changes to increase ridership and productivity.

## Application

PART III: Proposed Project Budget	
Project Funding Local Match Commitment:	Worksheet is attached. Local match of \$14,745 represents 10% of overall anticipated cost of the project, and will be provided through the use of Union County general funds.
Project Funding Worksheet:	<i>Please attached your worksheet</i>



## Application Checklist

---

Applicants should use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

### **PART I: Funding Request – Grants Title Page**

- Applicant Information
- Project Description

### **PART II: Project Narrative**

- Project Needs
- Goals & Objectives
- Implementation Plan

### **PART III: Proposed Project Budget**

- Project Funding Worksheet
- Project Funding & Local Match

**RESOLUTION TO AUTHORIZE AUTHORIZING THE CITY MANAGER, OR HIS  
DESIGNEE, TO EXECUTE INTERLOCAL AGREEMENTS WITH THE TOWN OF  
HUNTERSVILLE, THE TOWN OF MINT HILL, THE TOWN OF MOORESVILLE,  
AND THE TOWN OF TROUTMAN TO SUPPORT TRANSPORTATION  
PLANNING PROJECTS.**

WHEREAS, this Interlocal Agreement is to provide for the undertaking of public transportation studies described in each cycle of the United Planning Work Program; and,

WHEREAS, the city will reimburse the Town of Huntersville up to \$128,000 for FY 2023; and,

WHEREAS, the city will reimburse the Town of Mint Hill up to \$120,000 for FY 2023; and,

WHEREAS, the city will reimburse the Town of Mooresville up to \$48,000 for FY 2023; and,

WHEREAS, the city will reimburse the Town of Troutman up to \$96,000 for FY 2023; and,

WHEREAS, the format and cost sharing philosophy are consistent with past interlocal agreements; and,

WHEREAS, the City Manager, or his designee, is hereby empowered to sign and execute the Agreement with the Town of Huntersville, the Town of Mint Hill, the Town of Mooresville, and the Town of Troutman.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement between the City of Charlotte Planning, Design, and Development Department and the Town of Huntersville, the Town of Mint Hill, the Town of Mooresville, and the Town of Troutman is hereby formally approved by the City Council of the City of Charlotte.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 423-509.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**THE STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF MECKLENBURG**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF HUNTERSVILLE**, (the “Awardee” or “Huntersville”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Huntersville Mobility Study**.

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2021 to October 29, 2021 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Huntersville Mobility Study; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Huntersville Mobility Study.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200);
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects:  
[https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Huntersville as the Awardee of the Grant Funds. With the exception of the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.



**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2022, to June 30, 2023**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Mobility Study for the Town of Huntersville (Exhibit A - Application for funds from the Town of Huntersville).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$128,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not in excess of the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts in excess of the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

Funding Source	Total Project Cost	Reimbursement from CRTPO to the Town of Huntersville (not to exceed)	Non-Federal Match by the Town of Huntersville
80% Federal 20% Local Match	\$160,000	\$128,000	\$32,000

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

**9.2 Reimbursement Procedures.**

The Awardee shall submit for reimbursement all eligible costs incurred within the

agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Dave Hill  
Senior Planner  
Town of Huntersville  
101 Huntersville-Concord Road, Huntersville, NC 28078  
704-875-6541  
[dhill@huntersville.org](mailto:dhill@huntersville.org)

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary in order to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.



- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.



9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

**10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

10.1 Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

**11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall at all times comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

**12 Choice of Law and Venue**

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

**13 Severability**

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

**14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

**14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



d. C Program Fraud and False or Fraudulent Statements or Related Acts.

The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e. D Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

f. E Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

g. *Nondiscrimination*. In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

h. *Race, Color, Religion, National Origin, Sex*. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at

49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

i. *Age.* In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

j. *Disabilities.* In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

k. *F Disadvantaged Business Enterprises.*

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.



When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

**l. G Incorporation of Federal Terms**

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

**m. H Energy Conservation**

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**n. I Debarment Suspension, Ineligibility and Voluntary Exclusion.**

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally-assisted Award;
- b) Suspended from participation in any federally-assisted Award;
- c) Proposed for debarment from participation in any federally-assisted Award;
- d) Declared ineligible to participate in any federally-assisted Award;
- e) Voluntarily excluded from participation in any federally-assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Huntersville Mobility Study, in an amount not to exceed **\$128,000**.

**AWARDEE:**

**TOWN OF HUNTERSVILLE**

101 Huntersville-Concord Road  
Huntersville, NC 28078

By: Melinda I. Bates  
Signature

Melinda I. Bates  
Print Name

Mayor  
Title

May 6, 2022  
Date



Janet Pinner  
Attest Signature

May 6, 2022  
Attest Date

Jeff Sloop  
Approved as to Form

Town Attorney 5/6/2022  
Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Attest Date



**Exhibit A – Planning Funds Application**

Exhibit A – Planning Funds Application

Exhibit A – Planning Funds Application

**PLANNING PROJECTS**

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization  
Discretionary Projects Program**

**Call for Project Submissions  
Fall 2021**

**GRANT APPLICATION PACKAGE  
FOR  
PLANNING PROJECTS**

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 15, 2021 BY 5:00 p.m. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors must submit a complete application package including all attachments that are due by 5:00 p.m. on October 29. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov).

~~~~~

### PLANNING PROJECT INFORMATION

#### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2022 with all reimbursable work completed by June 30, 2023. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all of the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2022)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
  - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - a bulleted list of accomplishments during the quarter
  - invoices submitted by consultants
  - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and Invoicing Form Due Date |
|---------|-------------------------|-------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2022                                |
| 2       | October 1 - December 31 | December 30, 2022                               |
| 3       | January 1 - March 31    | April 30, 2023                                  |
| 4       | April 1 - June 30       | July 10, 2023                                   |

*Continue to next page to start the planning funds application process.*



## APPLICATION FOR PLANNING FUNDS

### CONTACT INFORMATION

Applicant / Lead Agency: *Town of Huntersville. NC*

Contact Name and Title: *Dave Hill, Sr. Planner*

Contact Email and Phone Number: *dhill@huntersville.org*

CRTPO Member Jurisdiction: *Town of Huntersville*

Secondary Applicant Name and Email (or N/A): *N/A*

Briefly describe the project management experience in managing federally funded projects:

*Sr. Planner has administered EPA, FHWA, FTA, and HUD grants.*

### PROJECT INFORMATION

Project Name: *Town of Huntersville Mobility Plan*

Provide a summary of the project, including the location, purpose and need:

*The Town of Huntersville intends to prepare and adopt its first town-wide Mobility Plan, which will encompass the corporate limits of the Town and its ETJ. The Mobility Plan is needed to address significant impacts related to growth and development in Huntersville, and the impacts of planned and programmed transportation system improvements.*

*Development of the Mobility Plan is a high priority of the recently adopted (Dec 2020) Huntersville 2040 Community Plan, found at <https://www.huntersville.org/2619/Long-Term-PlanHuntersville-2040>.*

*The primary objectives of the Mobility Plan are to:*

- Proactively prepare for changes that will significantly impact the Town's character & livability.*
- Address transportation interaction between state/federal facilities and the Town's local systems.*
- Create an organized system to address a very complex topic involving several organizations.*
- Coordinate adopted local plans; reflect the Huntersville 2040 Community Plan.*
- Assess the Town's transportation system capacity.*
- Prioritize improvements for capital funding.*
- Enhance funding application readiness.*
- Establish / refine Town transportation policies.*
- Integrate regional plans.*

*Continued consultation with other agencies will occur as the Scope of Work is refined.*

**APPLICATION FOR PLANNING FUNDS - continued**

**PROJECT INFORMATION (continued)**

Project Name: *Town of Huntersville Mobility Plan*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at [https://www.crtpo.org/PDFs/MTP/2045/2045\\_MTP\\_02.pdf](https://www.crtpo.org/PDFs/MTP/2045/2045_MTP_02.pdf):

*1) Provide, manage, and maintain a safe, efficient, and sustainable transportation system for all modes, intended to serve all segments of the population.*

*The Huntersville Mobility Plan will address all aspects of transportation in the Town.*

*2) Encourage walking, bicycling and transit options, integrated with motor vehicle transportation, by providing a transportation system that serves the public with mobility choices.*

*The Mobility Plan will coordinate several systems in various stages of planning and implementation, including the Town's Greenway Plan and Bike Plan. Coordination with Park & Ride facilities and the current North Corridor BRT study will also be part of the Plan.*

*3) Provide a sustainable transportation system that improves the quality of life for residents, promotes healthy living and is sensitive to significant features of the natural and human environments.*

*The Plan will address multi-modal connectivity intended to reduce vehicle trips and provide environmentally beneficial options that promote healthy living. Sensitivity and access to environmental resources will very much be part of the Plan.*

*4) Promote equitable transportation options for low income and minority neighborhoods, as well as the aging population.*

*Transportation options for all categories of the Town's population will be considered. A robust public engagement process is envisioned that will reach out to people who might not normally participate in the planning process.*

*5) Encourage regional collaboration and linkages between transportation and land use planning.*

*The Mobility Plan will reflect land use changes found in the recently adopted 2040 Community Plan. Consultation and coordination with NCDOT and neighboring communities will happen. An example is the NC 73 Corridor, which will require regional input.*

*6) Support economic competitiveness by making investment decisions for transportation modes that make the most efficient use of limited public resources and enhance system performance, as well as by pursuing sustainable funding possibilities.*

*System capacity coordinated with land use will explore cost effectiveness.*

*7) Maximize transportation opportunities for the movement of goods.*

*The Plan will address existing rail and freight mobility, including the Red Line Corridor.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Town of Huntersville Mobility Plan*

Provide details of anticipated deliverables and final products:

*Expected Outcomes*

- *Interactive GIS-based Plan covering the entire Town & ETJ*
- *Collective funding & implementation priorities covering all transportation modes*
- *Automatically updated when related plans are adopted or updated; conflicts must be resolved prior to adoption of any system plan*
- *Integration of Local Plans – Greenways, Bikes, Sidewalks, Small Area Plans*
- *Integration of Regional Plans – CTP, MTP, Transit, Greenways*
- *Integration of State Plans – SPOT, TIP*
- *Amendments must reconcile potential conflicts with type of facility, siting, ROW cross sections*
- *Multi-modal capacity analysis linking adopted 2040 Future Land Use Plan with planned improvements*
- *Focused attention on specific areas of interest - NC 73 Corridor & Downtown Huntersville*



**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION *(continued)***

Project Name: *Town of Huntersville Mobility Plan*

Have CRTPO planning funds been previously used to fund a planning study on this project?  
(yes or no) *No* If yes, explain below.

*N/A*

The planning funds that you are applying for need to be spent from July 1, 2022 to June 30, 2023. Please describe your schedule to meet the deadline.

1. *Town Board Budget Approval (Max. \$100,000)* *June 2021*
2. *CRTPO Call for DA Planning Projects* *Aug 2021*
3. *CRTPO Application Deadline* *Oct 29th, 2021*
4. *CRTPO Board Project Awards* *Mar 2022*
5. *Draft RFQ / RFLOI* *Apr 2022*
6. *Submit RFQ / RFLOI for NCDOT Approval* *May 2022*
7. *Form Consultant Selection Committee* *May 2022 (1 CRTPO, 2 NCDOT, 2+ Local)*
8. *Advertise RFQ / RFLOI* *May / June 2022 (Advertise 3-4 weeks)*
9. *Consultant Selection* *June 2022*
10. *NCDOT / NC OIG Contract Approval* *July 2022*
11. *Consultant Contract Execution* *July / Aug 2022 (No earlier than July 1st)*
12. *Project Start* *July 2022*
13. *Project Finish* *June 2023 (Possible Contract Extension)*



## APPLICATION FOR PLANNING FUNDS - *continued*

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Town of Huntersville Mobility Plan*

Reference the example below to assist the project sponsor in completing the required charts within this section.

Example:

| Planning Project                                                                                    | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|-----------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| Happy Valley Critical Intersection Analysis Project<br>Planning Funds<br>80% CRTPO/ 20% Local Match | \$60,000           | \$48,000<br>(not to exceed)                      | \$12,000                                 |

| Planning Project                                                                          | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|-------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| <i>Town of Huntersville<br/>Mobility Plan<br/>Planning Funds<br/>80% CRTPO /20% Local</i> | <i>\$160,000</i>   | <i>\$128,000<br/>(not to exceed)</i>             | <i>\$32,000</i>                          |

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

- 1.
- 2.
- 3.
- 4.

**APPLICATION FOR PLANNING FUNDS - *continued***

**ACKNOWLEDGEMENTS**

Project Name: *Town of Huntersville Mobility Plan*

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2022 to June 30, 2023).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: *Dave Hill*

Application Date: *10/14/2021*

*End of Application for Planning Funds*

**THE STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF MINT HILL**, (the “Awardee” or “Mint Hill”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Mint Hill Traffic Data Collection and Analysis Study**.

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2021 to October 29, 2021 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Mint Hill Traffic Data Collection and Analysis Study; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Mint Hill Traffic Data Collection and Analysis Study.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200);
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects: [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Mint Hill as the Awardee of the Grant Funds. With the exception of the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2022, to June 30, 2023**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Traffic Data Collection and Analysis Study for the Town of Mint Hill (Exhibit A -Application for funds from the Town of Mint Hill).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$120,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not in excess of the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts in excess of the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

| <b>Funding Source</b>                  | <b>Total Project Cost</b> | <b>Reimbursement from CRTPO to the Town of Mint Hill (not to exceed)</b> | <b>Non-Federal Match by the Town of Mint Hill</b> |
|----------------------------------------|---------------------------|--------------------------------------------------------------------------|---------------------------------------------------|
| <b>80% Federal<br/>20% Local Match</b> | <b>\$150,000</b>          | <b>\$120,000</b>                                                         | <b>\$30,000</b>                                   |

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

**9.2 Reimbursement Procedures.**

The Awardee shall submit for reimbursement all eligible costs incurred within the

agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Steve Frey, PE  
Town Engineer & Director of Public Works  
Town of Mint Hill  
4430 Mint Hill Village Lane, Mint Hill, NC 28227  
704-545-9726  
[sfrey@admin.minthill.com](mailto:sfrey@admin.minthill.com)

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary in order to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.



- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

**10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

10.1 Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

**11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall at all times comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

## **12 Choice of Law and Venue**

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

## **13 Severability**

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

## **14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

### **14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

d. C Program Fraud and False or Fraudulent Statements or Related Acts.

The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e. D Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

f. E Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

g. *Nondiscrimination*. In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

h. *Race*. Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at

49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

i. *Age*. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

j. *Disabilities*. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

k. **F Disadvantaged Business Enterprises.**

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

l. G Incorporation of Federal Terms

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

m. H Energy Conservation

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

n. I Debarment Suspension, Ineligibility and Voluntary Exclusion.

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally-assisted Award;
- b) Suspended from participation in any federally-assisted Award;
- c) Proposed for debarment from participation in any federally-assisted Award;
- d) Declared ineligible to participate in any federally-assisted Award;
- e) Voluntarily excluded from participation in any federally-assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Mint Hill Traffic Data Collection and Analysis Study, in an amount not to exceed **\$120,000**.

**AWARDEE:**

**TOWN OF MINT HILL**

4430 Mint Hill Village Lane  
Mint Hill, NC 28227

By: \_\_\_\_\_

Signature

BRIAN L. WELCH

Print Name

Town Manager

Title

4/19/22

Date

\_\_\_\_\_

Attest Signature

4/19/22

Attest Date

\_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Attest Signature

\_\_\_\_\_

Attest Date



**Exhibit A – Planning Funds Application**

**PLANNING PROJECTS**

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization  
Discretionary Projects Program**

**Call for Project Submissions  
Fall 2021**

**GRANT APPLICATION PACKAGE  
FOR  
PLANNING PROJECTS**

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

**All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 15, 2021 BY 5:00 p.m. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.**

All project sponsors **must** submit a complete application package including all attachments that are due by 5:00 p.m. on October 29. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov).

~~~~~

## PLANNING PROJECT INFORMATION

### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2022 with all reimbursable work completed by June 30, 2023. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all of the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2022)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
  - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - a bulleted list of accomplishments during the quarter
  - invoices submitted by consultants
  - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

Quarter	Quarter Duration	Quarterly Reporting and Invoicing Form Due Date
1	July 1 - September 30	October 30, 2022
2	October 1 - December 31	December 30, 2022
3	January 1 - March 31	April 30, 2023
4	April 1 - June 30	July 10, 2023

*Continue to next page to start the planning funds application process.*

## APPLICATION FOR PLANNING FUNDS

### CONTACT INFORMATION

Applicant / Lead Agency: *Town of Mint Hill*

Contact Name and Title: *Steve Frey, Town Engineer and Public Works Director*

Contact Email and Phone Number: *sfrey@admin.minthill.com 704-545-9726*

CRTPO Member Jurisdiction: *Town of Mint Hill*

Secondary Applicant Name and Email (or N/A): *John Hoard, Planning Director  
,jhoard@admin.minthill.com*

Briefly describe the project management experience in managing federally funded projects:

### PROJECT INFORMATION

Project Name: *Town of Mint Hill Traffic Data Collection and Analysis*

Provide a summary of the project, including the location, purpose and need:

*The majority of the development that is occurring in the Town of Mint Hill is typically on a smaller scale that does not trigger traffic impact studies. While they are smaller in size, the compounding effect of several of these smaller developments can have a major impact on the roadway network. Therefore, the Town is exploring several options on how to address this problem. One is to reduce the thresholds for a traffic impact study but this still may not address all of the issues, especially with small developments. Another option is to determine and analyze the major intersections in the Town to determine their current level of service and identify deficiencies at these locations, basically establishing a baseline condition. Then this could be used with the smaller developments to help determine contributing impacts.*

*The project includes traffic data collection during peak hours (6 am to 9 am and 4 pm to 7 pm) at approximately 35 major intersections within the Town limits. This information will then be used for analysis in determining the existing Level of Service and deficiencies at these intersections. Pedestrian and bicycle traffic will also be collected to determine existing usage and future needs.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Town of Mint Hill Data Collection and Analysis*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at [https://www.crtpo.org/PDFs/MTP/2045/2045\\_MTP\\_02.pdf](https://www.crtpo.org/PDFs/MTP/2045/2045_MTP_02.pdf):

*This project meets several of the goals/objectives in the MTP.*

*Goal 1: Provide, manage, and maintain a safe, efficient, and sustainable transportation system for all modes, intended to serve all segments of the population*

*This project will help to identify intersection deficiencies and provide a plan for managing and eliminating congestion. This project will also identify existing pedestrian and bicycle usage and identify future needs for improvements to accommodate a variety of modes of transportation.*

*Goal 3: Provide a sustainable transportation system that improves the quality of life for residents, promotes healthy living and is sensitive to significant features of the natural and human environments*

*This project will identify issues at intersections where projects can be developed to help improve the efficiency of the system which will reduce congestion and improve air quality.*

*Goal 6: Support economic competitiveness by making investment decisions for transportation modes that make the most efficient use of limited public resources and enhance system performance, as well as by pursuing sustainable funding possibilities.*

*This project will ultimately help improve the overall system performance and provide a path to determine the best use of public and private dollars.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Town of Mint Hill Data Collection and Analysis*

Provide details of anticipated deliverables and final products:

*The project has three main components:*

- 1. Data Collection (AM and PM peak hour intersection counts) at approximately 35 intersections within the Town limits of Mint Hill.*
- 2. Capacity Analysis at each intersection using Synchro.*
- 3. Identification/list of deficiencies at any of the intersections that are analyzed.*
- 4. GIS map of analyzed intersections, "heat map" of intersections based on level of service.*

*The final product will be a report with with all three items that can be used for identification/development of future projects.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Town of Mint Hill Data Collection and Analysis*

Have CRTPO planning funds been previously used to fund a planning study on this project?  
(yes or no) *No* If yes, explain below.

The planning funds that you are applying for need to be spent from July 1, 2022 to June 30, 2023. Please describe your schedule to meet the deadline.

*The first component is the data collection. This will take place from September 2022 to December 2022.*

*The capacity analysis can start as the data collection comes in with an anticipated completion by March 2023.*

*The final report with list of deficiencies will be completed by April 2023.*



## APPLICATION FOR PLANNING FUNDS - *continued*

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Town of Mint Hill Data Collection and Analysis*

Reference the example below to assist the project sponsor in completing the required charts within this section.

Example:

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal Match by the town/city (20%)
Happy Valley Critical Intersection Analysis Project Planning Funds 80% CRTPO/ 20% Local Match	\$60,000	\$48,000 (not to exceed)	\$12,000

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal Match by the town/city (20%)
<i>Town of Mint Hill Data Collection and Analysis</i> Planning Funds 80% CRTPO /20% Local	<i>\$80,000</i>	<i>\$64,000</i> (not to exceed)	<i>\$16,000</i>

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

1. *List of Locations*
- 2.
- 3.
- 4.

**APPLICATION FOR PLANNING FUNDS - *continued***

**ACKNOWLEDGEMENTS**

Project Name: *Town of Mint Hill Data Collection and Analysis*

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2022 to June 30, 2023).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: *Steve Frey*

Application Date: *October 8, 2021*

*End of Application for Planning Funds*

**THE STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF MOORESVILLE**, (the “Awardee” or “Mooresville”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Mooresville Vision Zero Action Plan Study**.

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2021 to October 29, 2021 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Mooresville Vision Zero Action Plan Study; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Mooresville Vision Zero Action Plan Study.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200);
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects: [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Mooresville as the Awardee of the Grant Funds. With the exception of the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2022, to June 30, 2023**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Vision Zero Action Plan for the Town of Mooresville (Exhibit A - Application for funds from the Town of Mooresville).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$48,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not in excess of the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts in excess of the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

<b>Funding Source</b>	<b>Total Project Cost</b>	<b>Reimbursement from CRTPO to the Town of Mooresville (not to exceed)</b>	<b>Non-Federal Match by the Town of Mooresville</b>
<b>80% Federal 20% Local Match</b>	<b>\$60,000</b>	<b>\$48,000</b>	<b>\$12,000</b>

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Erika Martin  
Assistant Planning & Community Development Director  
Town of Mooresville  
413 N. Main Street Mooresville, NC 28115  
704-799-4221  
[emartin@mooresvillenc.gov](mailto:emartin@mooresvillenc.gov)

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary in order to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.



- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

**10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

10.1 Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

**11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall at all times comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

## **12 Choice of Law and Venue**

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

## **13 Severability**

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

## **14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

### **14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

d. C Program Fraud and False or Fraudulent Statements or Related Acts.

The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e. D Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

f. E Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

g. *Nondiscrimination*. In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

h. *Race*. Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at

49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

i. *Age*. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

j. *Disabilities*. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

k. F Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

l. G Incorporation of Federal Terms

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

m. H Energy Conservation

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

n. I Debarment Suspension, Ineligibility and Voluntary Exclusion.

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally-assisted Award;
- b) Suspended from participation in any federally-assisted Award;
- c) Proposed for debarment from participation in any federally-assisted Award;
- d) Declared ineligible to participate in any federally-assisted Award;
- e) Voluntarily excluded from participation in any federally-assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Mooresville Vision Zero Action Plan, in an amount not to exceed **\$48,000**.

**AWARDEE:**

Town of Mooresville  
413 N. Main Street  
Mooresville, NC 28115

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Attest Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest Date



**Exhibit A – Planning Funds Application**

**PLANNING PROJECTS**

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization  
Discretionary Projects Program**

**Call for Project Submissions  
Fall 2021**

**GRANT APPLICATION PACKAGE  
FOR  
PLANNING PROJECTS**

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

**All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 15, 2021 BY 5:00 p.m. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.**

All project sponsors must submit a complete application package including all attachments that are due by 5:00 p.m. on October 29. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov).

~~~~~

## PLANNING PROJECT INFORMATION

### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2022 with all reimbursable work completed by June 30, 2023. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all of the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2022)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
  - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - a bulleted list of accomplishments during the quarter
  - invoices submitted by consultants
  - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and Invoicing Form Due Date |
|---------|-------------------------|-------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2022                                |
| 2       | October 1 - December 31 | December 30, 2022                               |
| 3       | January 1 - March 31    | April 30, 2023                                  |
| 4       | April 1 - June 30       | July 10, 2023                                   |

*Continue to next page to start the planning funds application process.*

## APPLICATION FOR PLANNING FUNDS

### CONTACT INFORMATION

Applicant / Lead Agency: *Town of Mooresville*

Contact Name and Title: *Erika Martin, Transportation Planner*

Contact Email and Phone Number: *emartin@mooresvillenc.gov 704-799-4221*

CRTPO Member Jurisdiction: *Mooresville*

Secondary Applicant Name and Email (or N/A): *Cami Weckerly  
cweckerly@mooresvillenc.gov*

Briefly describe the project management experience in managing federally funded projects:

*Staff with the Town of Mooresville have administered numerous project types, including planning studies, that utilize federal funds.*

### PROJECT INFORMATION

Project Name: *Town of Mooresville Vision Zero Action Plan*

Provide a summary of the project, including the location, purpose and need:

*Mooresville has safe Town streets and we desire to be proactive and keep them that way. However, with more people and businesses locating to Mooresville motorist traffic volumes continue to rise. Additionally, with this growth bicycle and pedestrian traffic volumes are rising. The plan will help us identify how to keep existing Town of Mooresville streets safe or even safer for all users. As well as provide guidance on plans and programs that could be considered Town wide or through partnership with the NCDOT. The location of the study would primarily focus on the Town Limits of Mooresville; however, some recommendations such as educational components may have a broader community reach. The Town Board approved a resolution to become a nationally recognized Vision Zero Community in February 2021. An action plan is needed to help us achieve this goal and more importantly to eliminate traffic deaths and fatalities on Mooresville's streets.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Mooresville VZ Action Plan*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at [https://www.crtpo.org/PDFs/MTP/2045/2045\\_MTP\\_02.pdf](https://www.crtpo.org/PDFs/MTP/2045/2045_MTP_02.pdf):

*The MTP itself utilizes the word 'safe' 43 times aligning with the broad goal of Vision Zero. Goal 1 specifically aims to provide safe transportation systems for multiple modes. Goal 2 is also applicable in its multimodal focus. While VZ aims to eliminate all traffic deaths and fatalities, bicyclists and pedestrians are the most vulnerable road users. Goal 4 stresses the need to provide equitable transportation choices to low income, minority, and aging populations. VZ recognizes that people in these categories are more likely to be injured or killed in traffic; thus, VZ is in alignment with this goal.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Mooresville VZ Action Plan*

Provide details of anticipated deliverables and final products:

- i. Recommendation on task force formation*
- ii. Focus on VZ initiatives on Town Streets*
- iii. Recommendations for Town specific priority projects*
- iv. Recommendations for VZ initiatives on NCDOT Streets*
- v. Recommendations on VZ programs, educational outreach, etc. for community*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *Mooresville VZ Action Plan*

Have CRTPO planning funds been previously used to fund a planning study on this project?  
(yes or no) *No* If yes, explain below.

*NA*

The planning funds that you are applying for need to be spent from July 1, 2022 to June 30, 2023. Please describe your schedule to meet the deadline.

*January 2022-June 2022 Budget for project, revise scope if necessary, and work with pre-qualified on call consultant to develop a contract for review by all parties*

*July 2022- September 2022 Execute Contract*

*September 2022 to June 2023 Kick off meetings, project development, report completion, adoption by Town Board*



## APPLICATION FOR PLANNING FUNDS - *continued*

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Mooreville VZ Action Plan*

Reference the example below to assist the project sponsor in completing the required charts within this section.

Example:

| Planning Project                                                                                    | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|-----------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| Happy Valley Critical Intersection Analysis Project<br>Planning Funds<br>80% CRTPO/ 20% Local Match | \$60,000           | \$48,000<br>(not to exceed)                      | \$12,000                                 |

| Planning Project                                                                    | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|-------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| <i>Mooreville Vision Zero Action Plan</i><br>Planning Funds<br>80% CRTPO /20% Local | <i>\$60000</i>     | <i>\$48000</i><br>(not to exceed)                | <i>\$12000</i>                           |

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

1. *VZ Resolution*
2. *Consultant Estimate*
- 3.
- 4.

**APPLICATION FOR PLANNING FUNDS - *continued***

**ACKNOWLEDGEMENTS**

Project Name: *Mooreville VZ Action Plan*

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2022 to June 30, 2023).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: *Erika Martin*

Application Date: *10/29/2021*

*End of Application for Planning Funds*

**THE STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF MECKLENBURG**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF Troutman**, (the “Awardee” or “Troutman”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Troutman Mobility Study**.

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2021 to October 29, 2021 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Troutman Mobility Study; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Troutman Mobility Study.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. 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. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. *OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200);
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects: [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Troutman as the Awardee of the Grant Funds. With the exception of the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2022, to June 30, 2023**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Mobility Study for the Town of Troutman (Exhibit A -Application for funds from the Town of Troutman).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$96,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not in excess of the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts in excess of the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

| <b>Funding Source</b>                  | <b>Total Project Cost</b> | <b>Reimbursement from CRTPO to the Town of Troutman (not to exceed)</b> | <b>Non-Federal Match by the Town of Troutman</b> |
|----------------------------------------|---------------------------|-------------------------------------------------------------------------|--------------------------------------------------|
| <b>80% Federal<br/>20% Local Match</b> | <b>\$120,000</b>          | <b>\$96,000</b>                                                         | <b>\$24,000</b>                                  |

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

**9.2 Reimbursement Procedures.**

The Awardee shall submit for reimbursement all eligible costs incurred within the

agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Andrew Ventresca  
Associate Planner  
Town of Troutman  
400 N. Eastway Dr., Troutman, NC 28166  
704-528-7600  
[aventresca@troutmannnc.gov](mailto:aventresca@troutmannnc.gov)

### 9.3

#### Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs

under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary in order to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any



Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by



properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal

law.

- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent,

that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

## **10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

### **10.1 Additional Repayment Requirements and Remedies**

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

## **11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall at all times comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

## **12 Choice of Law and Venue**

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

### **13 Severability**

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

### **14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

#### **14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- d. C Program Fraud and False or Fraudulent Statements or Related Acts.  
The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes

to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e. D Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

f. E Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

*g. Nondiscrimination.* In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

*h. Race, Color, Religion, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends

or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

i. *Age.* In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

j. *Disabilities.* In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

k. F Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the

number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

l. G Incorporation of Federal Terms

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

m. H Energy Conservation

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

n. I Debarment Suspension, Ineligibility and Voluntary Exclusion.

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally-assisted Award;
- b) Suspended from participation in any federally-assisted Award;
- c) Proposed for debarment from participation in any federally-assisted Award;
- d) Declared ineligible to participate in any federally-assisted Award;
- e) Voluntarily excluded from participation in any federally-assisted Award; or
- f) Disqualified from participation in any federally assisted Award.



**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Troutman Mobility Study, in an amount not to exceed **\$96,000**.

**AWARDEE:**  
**TOWN OF TROUTMAN**  
400 N. Eastway Dr.  
Troutman, NC 28166

By: *Teross W. Young Jr*  
Signature  
TEROSS W. Young, JR  
Print Name  
Mayor  
Title  
April 14, 2022  
Date

*Kimberly H. Davis*  
Attest Signature *TOWN CLERK*  
April 14, 2022  
Attest Date  
*[Signature]*  
Approved as to Form  
Town Attorney / 4/14/22  
Title and Date



**CITY OF CHARLOTTE:**  
600 East Fourth Street  
Charlotte NC 28202

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest Signature  
\_\_\_\_\_  
Attest Date



**RESOLUTION AUTHORIZING THE LEASE OF A  
PORTION OF THE CHARLOTTE TRANSPORTATION  
CENTER**

WHEREAS, the City of Charlotte owns property more particularly identified as tax parcel number 125-011-14 at 310 East Trade Street in Charlotte, North Carolina more particularly identified as the Charlotte Transportation Center (the "Site"); and

WHEREAS, the Site contains multiple retail suites and World Link Wireless, Inc. desires to lease approximately 316 square feet of the retail area (the "Property") for operation of a mobile phone retail store, particularly Boost Mobile, for a five-year term; and

WHEREAS, in consideration of the lease World Link Wireless, Inc. has agreed to pay rent of \$2,640 a month (\$31,680 per year) for the first year and 3 percent annual rent rate increases thereafter during the lease term; and

WHEREAS, North Carolina General Statute § 160A-272 and Charlotte City Charter § 8.131 give the City the right and option to lease the Property for its own benefit upon such market terms and conditions as it determines; and

WHEREAS, the required notice has been published and City Council is convened in a regular meeting; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to §8.131 of the City of Charlotte Charter, that it hereby authorizes the leases of the above-referenced Property as follows:

THE CITY COUNCIL HEREBY APPROVES THE LEASE OF THE CITY  
PROPERTY DESCRIBED ABOVE TO WORLD LINK WIRELESS, INC.  
UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, AND  
AUTHORIZES THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE  
ALL INSTRUMENTS NECESSARY TO THE LEASE.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 510.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION  
OF ANNEXATION PURSUANT TO G.S. 160A-31  
GARRISON ROAD INDUSTRIAL PHASE 1 AREA ANNEXATION**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held during a meeting at the Charlotte-Mecklenburg Government Center at 6:30 p.m. on October 24, 2022.

Section 2. The area proposed for annexation is described as follows:

**LEGAL DESCRIPTION**

Commencing at an existing NGS Monument "Horton" having NC Grid NAD 83 (2011) coordinates of N:530,272.85; E:1,411,689.07; thence South 35°55'12" West a horizontal ground distance of 3296.99 feet to an existing 1/2" iron rod, situated at the southeasterly corner of the lands of Sheri S. Higgins as described in Deed Book 27004, Page 414, all Deed and Map Books are recorded in the Mecklenburg County Public Register of Deeds and shown as Lot 1 on Map Book 53, Page 849, with the westerly line of the lands of SL Horton Road, LLC as described in Deed Book 32765, Page 3 and shown on Map Book 67, Page 940, and being the Point of Beginning; thence along the aforesaid westerly line South 18°06'52" West a distance of 47.91 feet to an existing 1/2" iron rod, situated on the northerly line of the lands of Mecklenburg County as described in Deed Book 23229, Page 795; thence along the northerly and westerly line of the aforesaid lands for the following three (3) courses and distances; 1) South 62°48'43" West a distance of 374.51 feet to an existing 1/2" iron pipe in stone; 2) South 08°13'58" West a distance of 334.59 feet to an existing 1/2" iron rod; 3) South 07°55'26" West a distance of 446.65 feet to a new 1/2" iron rod, situated on the northerly line of the lands of Mecklenburg County as described in Deed 14350, Page 408 and shown as Tract 4 on Map Book 38, Page 521; thence along the northerly and westerly line of the aforesaid lands for the following three (3) courses and distances; 1) South 65°39'50" West a distance of 476.74 feet to an existing 1" iron pipe; 2) South 00°21'51" West a distance of 33.01 feet to a point; 3) South 03°49'24" West a distance of 790.26 feet to point, situated on the northerly line of the lands of Mecklenburg County as described in Deed 14350, Page 402 and shown as Tract 1 on Map Book 60, Page 524, said point also lying the centerline of a Beaverdam Creek Tributary Before a Creek Restoration Project was completed; thence along the centerline of a aforesaid Creek for the following sixty-six (66) courses and distances; 1) South 61°52'30" West a distance of 21.86 feet to a point; 2) South 34°14'26" West a distance of 37.79 feet to a point; 3) South 35°21'12" West a distance of 39.94 feet to a point; 4) South 57°51'47" West a distance of 15.09 feet to a point; 5) South 69°43'33" West a distance of 38.37 feet to a point; 6) South 56°23'25" West a distance

of 27.82 feet to a point; 7) South 42°56'59" West a distance of 35.37 feet to a point; 8) South 26°25'01" West a distance of 26.50 feet to a point; 9) South 24°16'42" West a distance of 23.66 feet to a point; 10) South 31°04'55" West a distance of 22.80 feet to a point; 11) South 40°25'22" West a distance of 37.98 feet to a point; 12) South 73°40'13" West a distance of 51.14 feet to a point; 13) South 64°09'30" West a distance of 40.74 feet to a point; 14) South 40°36'03" West a distance of 28.91 feet to a point; 15) South 74°20'12" West a distance of 44.21 feet to a point; 16) South 72°48'31" West a distance of 30.08 feet to a point; 17) South 55°35'40" West a distance of 58.20 feet to a point; 18) South 72°24'52" West a distance of 28.76 feet to a point; 19) North 88°55'42" West a distance of 19.29 feet to a point; 20) South 79°35'15" West a distance of 40.95 feet to a point; 21) South 74°29'47" West a distance of 42.68 feet to a point; 22) South 82°25'17" West a distance of 35.24 feet to a point; 23) South 87°34'45" West a distance of 35.00 feet to a point; 24) South 69°30'16" West a distance of 46.29 feet to a point; 25) South 58°17'21" West a distance of 28.40 feet to a point; 26) South 60°00'38" West a distance of 38.72 feet to a point; 27) South 88°24'05" West a distance of 36.24 feet to a point; 28) South 62°22'42" West a distance of 25.40 feet to a point; 29) South 53°01'10" West a distance of 42.90 feet to a point; 30) South 73°05'56" West a distance of 35.76 feet to a point; 31) South 82°09'06" West a distance of 31.22 feet to a point; 32) South 48°57'39" West a distance of 22.89 feet to a point; 33) South 60°40'05" West a distance of 22.22 feet to a point; 34) North 54°16'57" West a distance of 8.89 feet to a point; 35) North 54°09'07" West a distance of 25.86 feet to a point; 36) South 88°33'57" West a distance of 11.78 feet to a point; 37) South 26°18'53" West a distance of 19.85 feet to a point; 38) South 01°43'25" East a distance of 27.11 feet to a point; 39) South 24°01'33" East a distance of 30.87 feet to a point; 40) South 04°13'48" East a distance of 35.27 feet to a point; 41) South 01°17'43" West a distance of 48.05 feet to a point; 42) South 01°27'34" West a distance of 41.93 feet to a point; 43) South 42°41'04" West a distance of 29.24 feet to a point; 44) North 83°45'09" West a distance of 36.57 feet to a point; 45) South 52°58'59" West a distance of 28.45 feet to a point; 46) South 33°50'58" West a distance of 15.81 feet to a point; 47) South 32°11'15" West a distance of 34.02 feet to a point; 48) South 29°08'15" West a distance of 55.81 feet to a point; 49) South 69°51'53" West a distance of 41.49 feet to a point; 50) North 83°00'18" West a distance of 38.84 feet to a point; 51) South 65°15'39" West a distance of 24.88 feet to a point; 52) South 39°06'44" West a distance of 29.53 feet to a point; 53) South 54°37'10" West a distance of 44.03 feet to a point; 54) South 83°09'17" West a distance of 41.92 feet to a point; 55) South 84°59'27" West a distance of 41.19 feet to a point; 56) South 80°43'42" West a distance of 17.57 feet to a point; 57) South 51°20'01" West a distance of 28.57 feet to a point; 58) South 09°20'48" East a distance of 25.17 feet to a point; 59) South 21°04'31" East a distance of 28.12 feet to a point; 60) South 30°59'52" East a distance of 32.57 feet to a point; 61) South 16°05'29" West a distance of 41.85 feet to a point; 62) South 23°16'03" West a distance of 34.06 feet to a point; 63) South 57°45'09" West a distance of 28.63 feet to a point; 64) North 88°37'24" West a distance of 34.00 feet to a point; 65) South 66°19'10" West a distance of 12.92 feet to a point; 66) South 37°49'21" West a distance of 19.31 feet to a point, situated on the northerly line of the lands of Mecklenburg County as described in Deed 24799, Page 269; thence continue along the aforesaid centerline of Beaverdam Creek Tributary and along the northerly and westerly line of the aforesaid lands for the following four (4) courses and distances; 1) South 37°53'34" West a distance of 7.88 feet to a point; 2) South 31°07'49" West a distance of 38.98 feet to a point; 3) South 27°39'41" West a distance of 79.42 feet to a point; 4) South 32°22'55" West a distance of 32.11 feet to a point; thence departing the aforesaid Creek and along the northerly line of the lands of Dixie River Land Company, LLC as described in Deed Book 12722, Page 642, North 86°01'45" West a distance of 785.89 feet to a new 1/2" iron rod, situated on the easterly line of the lands of Berewick Homeowners Association, Inc. as described in Deed Book 33446, Page 264 and shown as Common Open Space 3 on Map Book 56, Page 899; thence along the

easterly line of the of the aforesaid lands, also as shown on Map Book 59, Page 134 for the following three (3) courses and distances; 1) North 34°50'03" West a distance of 224.30 feet to an existing 1/2" iron rod; 2) North 17°29'59" West a distance of 66.01 feet to a new 1/2" iron rod; 3) North 12°28'44" West a distance of 285.12 feet to an existing 1/2" iron rod, situated on the southerly line of the lands of Onsite Holdings, LLC as described in Deed Book 27099, Page 305; thence along the easterly line of the aforesaid lands North 12°05'17" West a distance of 257.76 feet to an existing 1" iron pipe, situated on the situated on the southerly line of the lands of Bernie Wallace Grier as described in Deed Book 1154, Page 397 and Deed Book 1604, Page 496; thence along the easterly line of the aforesaid lands for the following three (3) courses and distances; 1) North 11°57'34" West a distance of 147.30 feet to an existing 1/2" iron rod; 2) North 14°34'32" West a distance of 216.27 feet to an existing 1/2" iron rod; 3) North 12°10'58" East a distance of 625.10 feet to an existing 1" iron pipe, situated on the southerly line of the lands of Henrietta and Margaret Woodard as described in Deed Book 1604, Page 593; thence along the easterly line of the aforesaid lands North 13°12'31" East a distance of 199.82 feet to a new 1/2" iron rod, situated on the southerly line of the lands of Kyle Short as described in Deed Book 31692, Page 83; thence along the easterly line of the aforesaid lands and along the easterly line of the lands of Lachelle M. and Phillip J. Crosby as described in Deed Book 31140, Page 5 for the following two (2) courses and distances; 1) North 10°29'53" East a distance of 203.65 feet to an existing 1" iron pipe; 2) North 15°16'43" East a distance of 312.98 feet to a new 1/2" iron rod, situated on the southerly line of the lands of Crescent River District, LLC as described in Deed Book 35876, Page 75 and shown on Map Book 37, Page 511; thence along the aforesaid southerly line South 83°21'41" East passing an existing 1/2" iron rod at 1270.53 feet, for a total distance of 1299.86 feet to an existing nail, situated in the centerline of Garrison Road (an assumed 60' public right-of-way) as shown on Map Book 33, Page 513; thence along the aforesaid centerline for the following two (2) courses and distances; 1) North 37°42'01" East a distance of 74.34 feet to an existing nail; 2) North 34°41'23" East a distance of 967.46 feet to an existing nail, situated on the southerly line of the lands of Dreamstatus Living Trust as described in Deed Book 27556, Page 198; thence along the southerly, easterly and northerly line of the aforesaid lands for the following four (4) courses and distances; 1) South 58°23'45" East a distance of 420.00 feet to an existing 1/2" iron rod; 2) North 34°34'34" East a distance of 105.01 feet to an existing 1/2" iron rod; 3) North 45°40'43" East a distance of 105.01 feet to an existing 1/2" iron rod; 4) North 58°25'32" West a distance of 420.00 feet to an existing 1/2" iron rod; 5) North 57°32'29" West a distance of 14.97 feet to an existing nail, situated in the centerline of Garrison Road (an assumed 60' public right-of-way) as shown on Map Book 53, Page 849; thence along the aforesaid centerline North 47°06'35" East a distance of 558.23 feet to a new nail, situated on the southerly line of the lands of Robert L. Sr. and Eva C. Swaney as described in Deed Book 5744, Page 479; thence along the southerly line of aforesaid lands for the following two (2) courses and distances; 1) South 48°00'40" East a distance of 471.82 feet to an existing 1" iron pipe; 2) South 88°04'12" East a distance of 81.73 feet to an existing 5/8" iron pipe, situated on the westerly line of the lands of Sheri S. Higgins as described in Deed Book 27004, Page 414 and shown as Lot 1 on Map Book 53, Page 849; thence along the southerly line of the aforesaid lands South 67°24'49" East a distance of 503.41 feet to the Point of Beginning, Containing 6,520,931 square feet or 149.7000 acres, as shown on a survey prepared by Cloninger Surveying and Mapping, PLLC dated April 16, 2021 (File No. 1016).

Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 511-514.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



---

Stephanie C. Kelly, City Clerk, MMC, NCCMC

## **A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES**

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 10th day of October that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

### **CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 515-516.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



---

Stephanie C. Kelly, City Clerk, MMC, NCCMC

October 10, 2022  
Resolution Book 53, Page 516  
**Taxpayers and Refunds Requested**

|                                  |          |
|----------------------------------|----------|
| BARRINGER, SCOTT DARNELL         | 20.25    |
| BREWER, VANDER                   | 13.51    |
| DINAPOLI, CATHERINE CANSLER      | 80.14    |
| FORESTAR (USA) REAL ESTATE GROUP | 663.13   |
| FORESTAR (USA) REAL ESTATE GROUP | 695.16   |
| FORESTAR (USA) REAL ESTATE GROUP | 1,027.94 |
| GAME FREAKS                      | 16.13    |
| GHB RADIO INC                    | 303.73   |
| HOAG, JONATHAN D SR              | 283.18   |
| JOHN R MCADAMS COMPANY INC       | 319.14   |
| KAMIT NATURAL FOODS              | 77.46    |
| KAMIT NATURAL FOODS              | 80.17    |
| THINGS REMEMBERED INC STORE #165 | 243.62   |
| THR HOLDINGS LLC .               | 8.01     |
| TILLMAN, LEWIS SR                | 207.47   |

---

|    |          |
|----|----------|
| \$ | 4,039.04 |
|----|----------|

---

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; and estimated to be:

**23,420 sq. ft. (0.54 acre) of Sanitary Sewer Easement**  
**23,420 sq. ft. (0.54 acre) of Temporary Construction Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 197-021-42 said property currently owned by **JOEL CARRIKER AND CAROLYN M. CARRIKER**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of October 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 517.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of October 2022.



*Stephanie C. Kelly*

Stephanie C. Kelly, City Clerk, MMC, NCCMC