

AGREEMENT BETWEEN THE CITY OF RALEIGH (HEREINAFTER REFERRED TO AS "RALEIGH"), A MUNICIPAL CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF NORTH CAROLINA AND AS A FEDERAL TRANSIT ADMINISTRATION GRANT RECIPIENT, AND WAKE COUNTY (HEREINAFTER REFERRED TO AS "GOWAKE ACCESS"), FOR THE ALLOCATION, DISTRIBUTION, AND ACCOUNTING OF EMERGENCY RELIEF - OPERATING ASSISTANCE FUNDS, SECTION 5307 AMERICAN RESCUE PLAN ACT OF 2021 (ARP)

1. The purpose of this Agreement shall be to set forth the requirements concerning the allocation, distribution, and accounting of EMERGENCY RELIEF - OPERATING ASSISTANCE funds by RALEIGH ("Recipient") to GOWAKE ACCESS("Subrecipient").
2. RALEIGH will apply to the Federal Transit Administration (FTA) for federal transportation funds under Section 5307 AMERICAN RESCUE PLAN ACT OF 2021(ARP) EMERGENCY RELIEF - OPERATING ASSISTANCE, on behalf of GOWAKE ACCESS.
3. RALEIGH will allocate to GOWAKE ACCESS, such share of the EMERGENCY RELIEF - OPERATING ASSISTANCE funds as set forth in the adopted State Transportation Improvement Program (STIP) or the Unified Planning Work Program (UPWP) for use by GOWAKE ACCESS. The share allocated to GOWAKE ACCESS, shall be the amount approved by the North Carolina Capital Area Metropolitan Planning Organization Transportation Advisory Committee (TAC), which is hereby incorporated by reference, and subsequent follow-up letter from RALEIGH to

GOWAKE ACCESS, specifying the grant amount (100% FTA, 0% Local Match) for EMERGENCY RELIEF - OPERATING ASSISTANCE) as follows:

FTA NC-1065-2023-6 GRANT ALLOCATION AMOUNT \$2,704,671
\$2,704,671 FTA Funding (30.09.08 Emer Relief - Operating Assist 100% Fed Share)
American Rescue Plan Act of 2021
(ARP, Pub. L. 117-2, March 11, 2021)
Suballocation to Recipient

Agreement is from: Upon agreement execution to December 31, 2026
Period of Performance for Project: January 20, 2020, to December 31, 2026

4. GOWAKE ACCESS agrees to perform or cause to be performed the tasks set forth in the Section 5307 AMERICAN RESCUE PLAN ACT OF 2021 (ARP) FTA Grant Application submitted by RALEIGH. Said tasks shall be performed in conformity with the provisions of this Agreement and with all applicable Federal or State laws, regulations, rules, procedures, plans or directives. Said tasks shall be performed in compliance with the Federal Transit Administration (FTA) Master Agreement and any subsequent FTA Master Agreement revisions.
5. RALEIGH agrees to reimburse GOWAKE ACCESS, quarterly for all eligible expenses incurred by GOWAKE ACCESS, in performing its tasks under the grant, based on appropriate and accurate documentation by GOWAKE ACCESS, of such expenses. RALEIGH shall remit quarterly reimbursements after GOWAKE ACCESS, submits an accurate invoice and progress report to RALEIGH within thirty (30) days after RALEIGH receives such funds from the financing federal agencies.
6. GOWAKE ACCESS, shall bear all the cost of any work found not to be in compliance and the cost of any work not approved by FTA, or RALEIGH. In the event an audit of expenses incurred by GOWAKE ACCESS, reveals costs which are not eligible for Federal funding but for which RALEIGH has invoiced on behalf of GOWAKE ACCESS, and reimbursed GOWAKE ACCESS. GOWAKE ACCESS, agrees to reimburse RALEIGH in full.
7. GOWAKE ACCESS, shall, as permitted by law, save harmless RALEIGH or other agencies of government from all claims and liability due solely to negligence of GOWAKE ACCESS, or that of any of its subcontractors receiving EMERGENCY RELIEF - OPERATING ASSISTANCE) funds.

8. RALEIGH and FTA shall be permitted, as appropriate, to review, inspect, or study activities of GOWAKE ACCESS, under the Section 5307 AMERICAN RESCUE PLAN ACT OF 2021 (ARP) program. GOWAKE ACCESS, shall bear the cost of any work not approved by RALEIGH or FTA in the event an audit of expense incurred by GOWAKE ACCESS, reveals costs which are not eligible for federal funding but for which GOWAKE ACCESS, has invoiced RALEIGH and RALEIGH reimbursed GOWAKE ACCESS, personnel as necessary to carry out the responsibilities for RALEIGH and GOWAKE ACCESS, respectively, under this Agreement.
9. GOWAKE ACCESS, shall comply with the Equal Opportunity Provisions for Federal-Aid Contracts in accordance with Attachment 1, which is attached hereto and incorporated herein and made part of this Agreement. GOWAKE ACCESS, shall comply with the subcontracting provisions and contained in the Federal-Aid Policy Guide, Part 172, and additions or amendments thereto.

10. Indemnification

- a. To the maximum extent allowed by law, GOWAKE ACCESS, shall defend, indemnify and save harmless indemnitees from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of Contractor or Subcontractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable. In performing its duties under this section "a", Contractor shall at its sole expense defend indemnitees with legal counsel reasonably acceptable to RALEIGH.

- b. Definitions. As used in subsections "a" above and "c" and "d" below - "Charges" means claims, judgments, costs, damage, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution laws and regulations – including but not limited to any such alleged violation that arises out of handling, transportation, deposit, or delivery of the items or materials that are the subject of this agreement). "RALEIGH" means the City of Raleigh. "Contractor" means all parties to this Agreement other than RALEIGH. "Indemnitees" means RALEIGH and its officers, officials, independent contractors, agents and employees.

- c. Limitations of Contractor's Obligation. Subsection "a" above shall not require the Contractor to indemnify or hold harmless indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of indemnitees.

- d. Nothing in subsections "a", "b", or "c" above shall affect any warranties in favor of RALEIGH that are otherwise provided in this agreement, this section (a, b, c, and d) is in addition to and shall be construed separately from any other indemnification provisions that may be in this agreement.

11. This Agreement shall be effective immediately upon its final adoption and execution by the parties and shall govern the allocation of EMERGENCY RELIEF - OPERATING ASSISTANCE funds for the performance of tasks under the UPWP/STIP, and any additions or amendments thereto. This Agreement may be terminated by either party upon ninety (90) days advance written notice to the other party.

12. This Agreement may be amended by mutual consent of the parties involved.

13. Non-discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Agreement. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

14. Choice of Law/Venue

All matters relating to this agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

15. E-verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this agreement shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

16. IRAN Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the agreement any subcontractor that is identified on the Final Divestment List.

17. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that is has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

18. Notice to Third Party Participants

The Recipient agrees to include notice in each Third-Party Agreement that:

- (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- (ii) Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

19. Provisions Applicable to all Recipients

GOWAKE ACCESS, agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

20. Transactions Prohibited

The Recipient agrees that, prior to entering into any Third-Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third-Party Participant a certification that the Third-Party Participant—

- (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the respective Third-Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

21. Assurance

Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third-party agreement it signs with a Subrecipient or Third-Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third-Party Subcontractors to include the following assurance in every subagreement and third-party agreement it signs:

- (A) The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party agreement, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
- (B) The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party agreements, and third-party subcontracts, as applicable.
- (C) Failure by the Subrecipient and any of its Third-Party Contractors or Third-Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party agreement, or third-party subcontract, as applicable; and
- (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third-Party Subcontractor from future bidding as non-responsible.

22. Safe Operations of Motor Vehicles

- (a) Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
 - (1) Adopting and promoting 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; and
 - (2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award.
- (b) Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
 - (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
 - (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) Safety: The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) Recipient Size: The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging

while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

- (iii) Extension of Provision: The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third-party agreements and encourage its Third-Party Participants to comply with this Special Provision and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

23. Simplified Acquisition Threshold

The subrecipient must have and use documented procurement procedures, consistent with the standards outlined in 2 CFR §200 for any of the methods of procurement used for the acquisition of property or services required under a federal sub-award. When the value of the procurement for property or services under a federal sub-award does not exceed the simplified acquisition threshold, or a lower threshold as established by the subrecipient's documented procedures, formal procurement methods are not required. When the value or the procurement for property or services under a federal sub-award exceeds the simplified acquisition threshold, or a lower threshold established by the subrecipient's documented procedures, formal procurement methods are required. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908.

24. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708).

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

25. Clean Air Act (42 U.S.C §§7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal 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 must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

27. Geographic Restrictions. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law, regulation, requirement, or guidance.

28. Organizational Conflict of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.

29. Relationship of the Award to Third Party Contract Approval. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third-party contract associated with the Award, unless FTA indicates otherwise in writing.

30. Award to Responsible Third-Party Contractors. The Recipient agrees to award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third-party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.
31. Access to Third Party Contract Records. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:
 - (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third-party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
 - (2) Sufficient access to all third-party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
32. Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.
33. Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:
 - (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
 - (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
34. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to

subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Subaward Information:

Required Information	Information
Federal Award Identification	1065-2023-7
Subrecipient name (which must match the name associated with its unique entity identifier);	Wake County Human Services (GoWake Access)
Subrecipient's unique entity identifier;	DUNS: 170300755
Federal Award Identification Number (FAIN);	1065-2023-7
Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Anticipated Spring 2023
Subaward Period of Performance Start and End Date;	January 20, 2020 – December 31, 2026
Subaward Budget Period Start and End Date	January 20, 2020 – December 31, 2026
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$2,704,671
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Total federal funds obligated (current and prior): \$9,023,850 (includes the 5307, ARP and CRRSSAA combined obligations b/c all 3 routed together at same time.) Current obligation: \$2,704,671 Carry-over as of 5/2/23 from prior obligation: \$3,875,633
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$9,023,850 (includes the 5307, ARP and CRRSSAA combined obligations b/c all 3 routed together at same time.)
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The funds will be used to provide critical transportation services to elderly and disabled citizens of Wake County. The trips provided may include medical, recreational and trips to critical locations such as pharmacies and grocery stores. The funds will also be used to provide eligible program support administration and mobility management capital items.
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Pass-through entity: City of Raleigh Contact: David Eatman, Asst. Transportation Director – Transit PO Box 590 Raleigh, NC 27602 919-996-4040 david.eatman@raleighnc.gov
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	20.507 – Federal Transit Formula Grants; \$2,704,671
Identification of whether the award is R&D; and	This award does not include research and development activities
Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414	Recipient will not request reimbursement for indirect costs. Subrecipient will utilize allocation method to request reimbursement for eligible expenses under the award.

Pass-through Requirements

Information	Comment
<p>All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award</p>	<p>All requirements, terms and conditions are included in the subrecipient contract agreement.</p>
<p>Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports</p>	<p>All financial, performance reporting requirements and terms and conditions are included in the subrecipient contract agreement.</p>
<p>Indirect Costs: An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either</p> <p style="padding-left: 20px;">The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;</p> <p style="padding-left: 20px;">The de minimis indirect cost rate.</p> <p style="padding-left: 20px;">The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d)</p>	<p>Recipient will determine the appropriate rate in collaboration with the subrecipients if an approved indirect cost rate plan does not exist. Subrecipients will utilize the de minimis indirect cost rate or an allocation method to request reimbursement for eligible expenses under the award.</p>
<p>A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and</p>	<p>Recipient requires subrecipient to permit recipient and auditors to have access to the subrecipient's records and financial statements to review, inspect, and study the activities under the Section 5310 program.</p>
<p>Appropriate terms and conditions concerning closeout of the subaward.</p>	<p>Recipient and subrecipient will adhere to the appropriate terms and conditions concerning closeout of this subaward</p>

THIS CONTRACT is entered into this _____ day of _____, 20____.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and the City has executed with the signature of its City Manager (or designee), attested by the City Clerk (or designee), with the official seal affixed, the day and year first above written.

CONTRACTOR:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

Signature

Marcell Adams-Davis
City Manager (or designee)

Printed Name / Title

ATTEST:

ATTEST:

Signature

Cassidy Peatchard
City Clerk (or designee)
Deputy

Printed Name / Title

(Affix Seal)

(Affix Seal)



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Allison E. Bradsher
Chief Financial Officer (or designee)

City of Raleigh Contract Number _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This is to certify that on the _____ day of _____, 20_____
before me personally came _____, with whom I am personally acquainted,
who, being by me duly sworn, says that he is the President and _____ is the
Secretary of _____, the corporation described in and which executed the foregoing
instrument: that (s)he knows the common seal of said corporation: that the seal affixed to the foregoing
instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary
and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that
the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20_____

Notary Public

(SEAL)

My Commission Expires:
