

THIS AGREEMENT made this the day of _____, 2020, (hereinafter referred to as AGREEMENT) by and between the **TRIANGLE J COUNCIL OF GOVERNMENTS** ("TJCOG") and **Town of Apex** ("Recipient").

WHEREAS, TJCOG and the Recipient desire to utilize grant funds for the purpose of encouraging innovative approaches in the provision of transportation demand management services; and

WHEREAS, TJCOG and the Recipient desire to secure and utilize grant funds for the above referenced purposes,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, TJCOG and the Recipient agree as follows:

Section 1. Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of a transportation demand management (TDM) project by the Recipient as described in the project application.

Section 2. Project Implementation.

The Recipient agrees to carry out the Project as follows:

- a. **Scope of Project.** The Recipient shall undertake and complete the Project as described in the approved Recipient's Project Budget, incorporated into this Agreement as Attachment A, filed with and approved by the TDM Oversight Committee, and in accordance with the Project Application for financial assistance and the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by TJCOG or the Recipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.
- b. **Cost of Project.** The total cost of the Project approved by the TDM Oversight Committee is **\$50,001.46** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. This includes **\$50,001.46** for local activities (**50%** or **\$25,000.73** in grant funding, and **50%** or **\$25,000.73** in local match). Funds may not be transferred among line items unless written authorization is obtained from the TDM Oversight Committee. TJCOG will then work with the Recipient to prepare a budget amendment.
- c. **Period of Performance.** This Agreement shall commence upon the date of execution. The period of performance for all expenditures shall extend from **JULY 1, 2020 TO JUNE 30, 2021**, unless written authorization to the contrary is provided by TJCOG. If a contract extension is requested, TJCOG must obtain written authorization from the Department of Transportation and the TDM Oversight Committee. The Recipient shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.
- d. **Recipient's Capacity.** The Recipient agrees to maintain sufficient legal, financial, technical, and managerial capability to: (a) Plan, manage, and complete the Project and provide for the use of Project property; (b) Carry out the safety and security aspects of the Project; and (c) Comply with the terms of this Agreement, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.
- e. **Administrative Requirements.** The Recipient agrees to comply with the following Federal and State administrative requirements: (1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at https://one.nhtsa.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.

[html](http://reports.oah.state.nc.us/ncac.asp)(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at <http://reports.oah.state.nc.us/ncac.asp>.

- f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Recipient makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.
- g. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Recipient agrees to conduct all procurement transactions in a manner that provides full and open competition.
- h. Recipient's Responsibility to Extend Federal and State Requirements to Other Entities.
 - a. Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third-party contractors, will necessarily be involved. Accordingly, the Recipient agrees 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
 - b. Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Recipient agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives. In addition, the Recipient also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and sub agreement for the Project. Additional requirements include the following: (a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, the Recipient agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Recipient, the Recipient agrees to include in that third party contract those requirements applicable to the Recipient imposed by the Grant Agreement for the Project. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." (b) Sub agreements. Because Project activities performed by a subcontractor/ subrecipient must comply with all applicable Federal and State laws, regulations, and directives, the Recipient agrees as follows:
 - i. Written Sub agreement. The Recipient agrees to enter into a written agreement with each subrecipient (sub agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
 - ii. Compliance with Federal Requirements. The Recipient agrees to implement the Project in a manner that will not compromise the Recipient's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Recipient's obligations under this Agreement for the Project. Therefore, the Recipient agrees to include in each sub agreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Recipient imposed by this Agreement for the Project and

extend those requirements as necessary to any lower level sub agreement or any third party contractor at each tier.

Section 3. Ethics.

- a. Code of Ethics. The Recipient agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub agreements financed with Federal/State assistance. The Recipient agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Recipient may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Recipient agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Recipient agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents. (1) Personal Conflicts of Interest. The Recipient agrees that its code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. (2) Organizational Conflicts of Interest. The Recipient agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.
- b. Debarment and Suspension. The Recipient agrees to comply, and assures the compliance of each third party contractor, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Non procurement)," 49 C.F.R. Part 29. The Recipient agrees to, and assures that its third-party contractors will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.
- c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for the Project.
- d. Lobbying Restrictions. The Recipient agrees that: (1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and (2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for

activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

- e. Employee Political Activity. To the extent applicable, the Recipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.
- f. False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that: (1) Civil Fraud. 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 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate. (2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 4. Project Expenditures.

- a. General. The Department shall reimburse the Recipient for allowable costs for work performed under the terms of this Agreement. The Recipient shall expend funds provided in this Agreement in accordance with the approved Project Budget, included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Recipient. **Expenditures submitted for reimbursement shall include all eligible costs incurred within the quarterly timeframe in which the project reports expenditures to TJCOG.** The amount of reimbursement from TJCOG shall not exceed the award funds budgeted in the approved Project Budget. The Recipient shall initiate and prosecute to completion all actions necessary to enable the Recipient to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. Each project line item included in the program budget and invoice template will only be reimbursed by grant funds at 50%. The remaining costs per line item must be paid by matching funds.
- b. Payment. The Recipient shall submit itemized invoices to TJCOG not less frequently than quarterly, reporting on forms furnished by TJCOG for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred and be for work performed within the quarter. Failure to request reimbursement for expenses incurred within the quarter may result in non-payment. All requests for**

reimbursement must be submitted within (30) days following the end of the quarter, including the final invoice. Invoices shall be supported by documentation of costs. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the TJCOG Energy & Environment Program Manager.

- c. Excluded Costs. The Recipient understands and agrees that ineligible costs will be treated as follows: (1) In determining the amount of assistance TJCOG will provide, TJCOG will exclude: (a) Any Project cost incurred by the Recipient before the Effective Date of the Grant; (b) Any cost that is not included in the latest Approved Project Budget; (c) Any cost for Project property or services received in connection with a third party contract or sub agreement with a subrecipient that must be approved by the TDM Oversight Committee, or other arrangement required to be, but has not been, concurred by the Oversight Committee; (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); (e) Any cost ineligible for Department participation as provided by applicable Federal/State laws, regulations, or directives; and (f) **Expenditures on incentive items are prohibited.** (g) Items listed in the FY2018 Request for Proposals, including Food (with the exception of branded food items used as a promotional item); Unbranded promotional items, including event decorations (e.g., balloons); Incentives/prizes (unless prior approval has been obtained from the Oversight Committee); Entertainment (e.g., musical bands, DJs); Capital expenses (e.g., vehicle or vehicle parts acquisition, bicycles or bicycle racks, bus or vanpool passes for regular customers, etc. In special circumstances, bus, or vanpool passes may be used for new employees for a limited amount of time); Building costs; Sales tax (except for travel expenses); Operating costs, such as vehicle maintenance; Computer hardware and software (e.g., laptops); (2) The Recipient understands and agrees that payment to the Recipient for any Project cost does not constitute TJCOG's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient acknowledges that TJCOG will not make a final determination about the allowability and eligibility of any cost until any audit of the Project has been completed. If TJCOG determines that the Recipient is not entitled to receive any portion of the State assistance the Recipient has requested or provided, TJCOG will notify the Recipient in writing, stating its reasons. The Recipient agrees that Project closeout will not alter the Recipient's responsibility to return any funds due TJCOG as a result of later refunds, corrections, or other transactions; nor will Project closeout alter TJCOG's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, TJCOG may recover any funds made available for the Project as necessary to satisfy any outstanding monetary claims that TJCOG may have against the Recipient.
- d. State Claims, Excess Payments, Disallowed Costs, including Interest. (1) Recipient's Responsibility to Pay. Upon notification to the Recipient that specific amounts are owed to TJCOG, whether for excess payments of assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Recipient agrees to remit to TJCOG promptly the amounts owed, including applicable interest and any penalties and administrative charges. (2) Amount of Interest. The Recipient agrees to remit to TJCOG interest owed as determined in accordance with N.C.G.S. 147-86.23.
- e. Travel. Reimbursement for travel subsistence expenses (i.e., hotel and food costs) is allowable at the Federal rate (found at <http://www.gsa.gov/perdiem>).

Section 5. Accounting Records.

- a. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Recipient or others, shall be supported by properly executed

payrolls, time records, invoices, contracts, receipts, or vouchers evidencing in detail the nature and propriety of the charges.

- b. Allowable Costs. Expenditures made by the Recipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be: (1) consistent with the Project Work Plan, Project Budget, and all other provisions of this Agreement; (2) Necessary in order to accomplish the Project; (3) Reasonable in amount for the goods or services purchased; (4) Actual net costs to the Recipient, i.e., the price paid minus any refunds; (5) Incurred and be for work performed within the period of performance of this Agreement; and (6) Satisfactorily documented.

Section 6. Reporting, Record Retention, and Access.

- a. Reports & Invoices. The Recipient shall provide quarterly reports to TJCOG on the progress of its TDM activities described in the Work Plan. **The Recipient shall collect and submit to TJCOG** at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by TJCOG. **Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Triangle TDM Grant Program**
- b. Record Retention. The Recipient and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Recipient, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at https://files.nc.gov/dncr-archives/documents/files/public_transportation_systems_authorities_20060401_1.pdf
- c. Access to Records of Recipient and Subcontractors. The Recipient shall permit and shall require its third party contractors to permit TJCOG or its authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Recipient pertaining to the Project. TJCOG shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Recipient, in writing, if materials and/or workmanship are found to be unacceptable. The Recipient shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Recipient to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.
- d. Project Closeout. The Recipient agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 7. Project Completion, Audit, Settlement, and Closeout.

- a. Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, the Recipient agrees to submit a final reimbursement request to TJCOG for eligible Project expenses.
- b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133 (<http://www.ecfr.gov/cgi-bin/text-idx?SID=a4f865859e78a1e545f1d4c22b49fc86&node=sp2.1.200.e&rgn=div6>), "Audits of State, Local Governments and Non-Profit Organizations," current as of April 2, 2015, and N.C.G.S. 159-34, the Recipient shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. TJCOG reserves the right to request annual audit reports from the subrecipient.
- c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal

Governments.” The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State grants.

- d. Funds Owed to TJCOG. The Recipient agrees to remit to TJCOG any excess payments made to the Recipient, any costs disallowed by TJCOG, and any amounts recovered by the Recipient from third parties or from other sources, as well as any penalties and any interest required by Subsection 4d of this Agreement.
- e. Project Closeout. Project closeout occurs when TJCOG issues the final project payment or acknowledges that the Recipient has remitted the proper refund. The Recipient agrees that Project closeout by TJCOG does not invalidate any continuing requirements imposed by this Agreement.

Section 8. Civil Rights. The Recipient agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.
- c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives

and any subsequent amendments thereto as follows: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

- e. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient 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. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.
- f. Access to Services for Persons with Limited English Proficiency. To the extent applicable, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- g. Environmental Justice. The Recipient 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.
- h. Other Nondiscrimination Laws. The Recipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

Section 9. Planning and Private Enterprise.

- a. General. To the extent applicable, the Recipient agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated;

and () FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated. In addition, other regulations and restrictions pertaining specifically to Transportation Demand Management activities may apply, and TJCOG reserves the right to amend the contract with these regulations as they are brought to our attention.

- b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Recipient agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

Section 10. Preference for United States Products and Services.

To the extent applicable, the Recipient agrees to comply with U.S. domestic preference requirements.

Section 11. Procurement.

To the extent applicable, the Recipient agrees to comply with the following third party procurement provisions:

- a. Federal and State Standards. The Recipient agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Recipient also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Recipient understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Recipient shall establish written procurement procedures that comply with the required Federal and State standards.
- b. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any assistance awarded by TJCOG to support a procurement using exclusionary or discriminatory specifications.
- c. Geographic Restrictions. The Recipient agrees that it will not use any State or local geographic preference.
- d. Department Pre-award Approval. The Recipient agrees to submit procurement documents to TJCOG and the TDM Oversight Committee for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following: (1) Any "brand name" product or sole source purchase equal to or greater than \$2,500; (2) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500; (3) Any procurement equal to or greater than \$90,000; (4) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

- e. Project Approval/Third Party Contract Approval. The Recipient agrees that TJCOG's award assistance for the Project does not, by itself, constitute pre-approval of any noncompetitive third party contract associated with the Project.
- f. Preference for Recycled Products. To the extent applicable, the Recipient agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.
- g. Clean Air and Clean Water. The Recipient agrees to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to TJCOG and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of: (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.
- h. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.
- i. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Recipient acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below. (1) The Recipient agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for: (a) Construction/repair work; or (b) Purchase of apparatus, supplies, materials or equipment. See Subsection 11j(2), this Agreement, regarding information technology goods as services. (2) The Recipient agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Recipient will comply with the following minimum requirements [N.C.G.S. 143-129.8]: (a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b). (b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals. (c) The Recipient may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals. (d) The Recipient may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Recipient. (e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to

compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals. (f) Proposals submitted shall not be subject to public inspection until a contract is awarded. (3) The Recipient agrees that the RFP method, in accordance with FTA Circular 4220.1E, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Recipient acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 11j(1) and 11j(2) of this Agreement. (4) When the RFP method is used for procurement of professional services, the Recipient agrees to abide by the following minimum requirements: (a) Normally conducted with more than one source submitting an offer (proposal); (b) Either fixed price or cost reimbursement type contract will be used; (c) Generally used when conditions are not appropriate for use of sealed bids; (d) Requests for proposals will be publicized; (e) All evaluation factors will be identified along with their relative importance; (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources; (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees; (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Recipient's program with price and other factors considered; and (i) In determining which proposal is most advantageous, the Recipient may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

- j. Award to Other than the Lowest Bidder. In accordance with State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Recipient shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.
- k. Award to Responsible Recipients. The Recipient agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29 (see www.sam.gov and <https://www.federalregister.gov/articles/2006/10/25/06-8657/debarment-and-suspension-nonprocurement-requirements> for listings). For procurements over \$25,000, the Recipient shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded with Federal and/or State funds. A sample certification form can be obtained from the Department.
- l. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Recipient agrees to: (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such

goods or services; and (2) Express the said amount as a percentage of the total costs of the planned acquisition.

- m. Contract Administration System. The Recipient shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- n. Access to Third Party Contract Records. The Recipient agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to TJCOG access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 12. Leases.

- a. Capital Leases. To the extent applicable, the Recipient agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.
- b. Leases Involving Certificates of Participation. The Recipient agrees to obtain the concurrence of the TDM Oversight Committee before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 13. Hold Harmless.

Except as prohibited or otherwise limited by State law, upon request by TJCOG, the Recipient agrees to indemnify, save, and hold harmless TJCOG 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 Recipient 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. The Recipient shall not be required to indemnify TJCOG for any such liability caused by the wrongful acts of TJCOG employees or agents.

Section 14. Use of Real Property, Equipment, and Supplies.

The Recipient understands and agrees that the State Government retains a State interest in any real property, equipment, and supplies financed with State assistance (Project property) until, and to the extent, that the State Government relinquishes its State interest in that Project property. With respect to any Project property financed with State assistance under this Agreement, the Recipient agrees to comply with the following provisions of this Agreement:

- a. Use of Project Property. The Recipient 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 TJCOG. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the State assistance expended on that property. The Recipient further agrees to notify TJCOG 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 Recipient has made in its Application or in the Project Description for this Agreement for the Project.
- b. General. The Recipient agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of TJCOG in writing.
- c. Records. The Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to TJCOG upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

- d. Encumbrance of Project Property. The Recipient agrees to maintain satisfactory continuing control of Project property as follows: (1) Written Transactions. The Recipient 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 State interest in that Project property. (2) Oral Transactions. The Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property. (3) Other Actions. The Recipient agrees that it will not take any action adversely affecting the State interest in or impair the Recipient's continuing control of the use of Project property.
- e. Insurance Proceeds. If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient 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 TJCOG an amount equal to the remaining interest in the damaged or destroyed Project property.
- f. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as TJCOG may require.
- g. Responsibilities after Project Closeout. The Recipient agrees that Project closeout by TJCOG will not change the Recipient's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives.

Section 15. Insurance.

The Recipient shall be responsible for protecting the State financial interests in all items purchased under this Agreement throughout the useful life of the Project property.

Section 16. Employee Protections.

- a. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each third party contractor, with the employee protection requirements for non construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- b. Activities Involving Commerce. The Recipient agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

Section 17. Reserved.

Section 18. Energy Conservation.

To the extent applicable, the Recipient agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq.

Section 19. Charter Service Operations.

FTA defines charter service under (49 CFR Part 604.3 (c-h) as *Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price*. Charter service does not include any form of demand-response transportation. The Recipient acknowledges that Federal and State rules and regulations prohibit the provision of charter service using FTA funded equipment and facilities if a registered private charter operator expresses interest in providing the service. Beginning July 30, 2008, all grantees providing charter service under the exceptions shall post the required records on the FTA charter website quarterly using TEAM within 30 days of the end of each calendar quarter. NCDOT requires that any sub-recipient wishing to provide charter service must comply with the procedures in the Final Rule on Charter Service. NCDOT must be notified via email or postal service that a request for charter service exception is being submitted to FTA, including all supporting documentation. The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S. C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S. C. 53 5323 (d) and FTA regulations, "Charter Service," 49 C.F. R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Recipient understands and agrees that in addition to any remedy specified in the charter agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 20. School Transportation Operations.

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Recipient understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 21. Metric System.

As practicable and feasible, the Recipient agrees to accept products and services with dimensions expressed in the metric system of measurement.

Section 22. Substance Abuse.

To the extent applicable, the Recipient agrees to comply with the following Federal substance abuse regulations:

- a. Drug-Free Workplace. U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.
- b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 23. Seat Belt Use.

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Recipient 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, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 24. Protection of Sensitive Security Information.

To the extent applicable, the Recipient agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 25. Disputes, Breaches, Defaults, or Other Litigation.

The Recipient agrees that TJCOG has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to TJCOG. The Recipient agrees to notify TJCOG in writing of any current or prospective major dispute, breach, default, or litigation that may affect the State Government's interests in the Project or the State Government's administration or enforcement of Federal/State laws or regulations. If the Recipient seeks to name the State Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform TJCOG in writing before doing so.
- b. TJCOG Interest in Recovery. TJCOG retains the right to a proportionate share of proceeds derived from any third-party recovery, except that the Recipient may return any liquidated damages recovered to its Project Account in lieu of returning the share to TJCOG.
- c. Enforcement. The Recipient agrees to pursue all legal rights provided within any third-party contract.
- d. TJCOG Concurrence. TJCOG reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. TJCOG encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

Section 26. Amendments/Revisions to the Project.

The Recipient agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Recipient agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Recipient agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from TJCOG. The Recipient agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by TJCOG.**

Section 27. Information Obtained Through Internet Links.

This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Recipient agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal

Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 28. 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/State laws or regulations.

Section 29. Termination of Agreement.

- a. TJCOG. In the event of the Recipient's noncompliance with any of the provisions of this Agreement, TJCOG may suspend or terminate the Agreement by giving the Recipient thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for TJCOG to terminate the Agreement for the Project. In general, termination of State assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the department determines that the Recipient has willfully misused State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, TJCOG reserves the right to require the Recipient to refund the entire amount of State assistance provided for the Project or any lesser amount as TJCOG may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Recipient a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- b. The Recipient. The Recipient may terminate its participation in the Project by notifying and receiving the concurrence of TJCOG thirty (30) days in advance of the termination.

Section 30. 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.

Section 31. Federal Certification Regarding Lobbying.

The Recipient certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 32. Federal Certification Regarding Debarment.

The Recipient certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 33. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Recipient certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 22 of this Agreement.

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

RECIPIENT'S LEGAL NAME:

RECIPIENT'S FEDERAL TAX ID NUMBER:

RECIPIENT'S FISCAL YEAR END:

SIGNATURE:

PRINTED NAME:

TITLE:

(SEAL)

ATTEST:

PRINTED NAME:

TITLE:

Triangle J Council of Governments

SIGNATURE:

PRINTED NAME: Lee Worsley

TITLE: **Executive Director**

ATTEST:

PRINTED NAME: Judy Weller

TITLE: **Finance Director**