

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this day of____, 2023 by and between the **City of Raleigh**, a municipal corporation existing under the laws of the State of North Carolina ("Raleigh"); and the **Capital Area Metropolitan Planning Organization, a metropolitan planning organization authorized and existing under Article 16 of Chapter 136 of the NC General Statutes** ("CAMPO"), collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Parties acknowledge their mutual interest in the administration of Section 5310 federal funding to support enhanced mobility for seniors and individuals with disabilities; and

WHEREAS, the Federal Transit Administration ("FTA") apportions annually to the Raleigh Urbanized Area (UZA) grant funding for the Section 5310 program. The 5310 program supports capital and operating expenses of enhanced transportation services to elderly persons and persons with disabilities, all as outlined in the region's Coordinated Public Transit and Human Services Transportation Plan ("CPT-HSTP"); and

WHEREAS, the City of Raleigh has been appointed by the Governor of the State as the designated recipient for the Section 5310 funding program, and has the administrative and financial capacity to administer these funds; and

WHEREAS, in order for the designated recipient for the Raleigh UZA to receive Section 5310 funds, the CPT-HSTP must be adopted, and a selection process established; and

WHEREAS, the Parties have agreed that CAMPO shall serve as the lead agency for the CPT-HSTP: and the project selection process; and

WHEREAS, as the Designated Recipient, the City of Raleigh is required to prepare, update and publish a board approved Project Management Plan (PMP) that outlines the Section 5310 Program for all potential applicants; and

WHEREAS, CAMPO, as the federally and state-designated metropolitan planning organization for the Raleigh UZA, is responsible for endorsing the designated recipient's PMP and adopting a Program of Projects with public hearing from the process for urbanized area eligible grant subrecipients within the Raleigh UZA; and

WHEREAS, Raleigh and CAMPO jointly desire to outline the parties respective roles for administering the annual apportionment of Section 5310 funds, and bi-annual Call for Projects that are available to the Raleigh UZA.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

The Recitals are hereby incorporated into this MOU.

1- Responsibilities of the City of Raleigh:

As the Designated Recipient, the City of Raleigh is responsible for, the administration of Section 5310 program funds;

As the Direct Recipient, the City of Raleigh, has flexibility in how they select subrecipient projects for funding, but their decision process must be clearly noted in a program management plan. The selection process may be formula-based, competitive or discretionary;

As the Designated Recipient, the City of Raleigh is required to, and shall, prepare, update and publish a board approved Project Management Plan (PMP) that outlines the Section 5310 Program for all potential applicants;

As the Designated Recipient, Raleigh will provide a Call for Project timeline for the formula funds apportioned to the Raleigh UZA to start the administrative process.

As the Designated Recipient, the City of Raleigh shall perform all duties and responsibilities associated with annual and/or biannual Call for Projects and grant applications, quarterly reporting, FTA correspondence, FTA Triennial Reviews, subgrantee monitoring, financial oversight and other fiduciary responsibilities associated with the annual allocation and awards of Section 5310 funding; and

2- Responsibilities of CAMPO:

CAMPO shall serve as the lead agency for adopting the CPT-HSTP, and be responsible for supporting the City of Raleigh's administration of the 5310 Program when a Call for Projects timeline is announced;

As the federally and state-designated metropolitan planning organization for the Raleigh UZA, CAMPO is responsible for, and shall, endorse the Designated Recipient's PMP, CAMPO shall also present the Call for Projects for information and assist with the project selection process- establishing a project selection review committee, reviewing applications, recommend the Program of Projects, as needed;

CAMPO shall adopt the Program of Projects with public hearing from the-selection process for eligible grant subrecipients within the Raleigh UZA;

CAMPO will notify grant recipients of the status of applications and grant awards.

3. Guiding Documents. The FTA Circular for 5310 funds (9070_1G Final) along with the PMP are the guiding documents for this MOU.

4. Non-Discrimination

With respect to the subject matter of this agreement, and to the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State and Federal statutes and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); and Title II of the Americans with Disabilities Act of 1990.

5. Binding Effect and Assignment

This MOU shall be binding on the successors and assigns of the Parties with reference to the subject matter of this MOU. No Party may sell or assign any interest in or obligation under this MOU without the prior express written consent of the other Parties.

6. Controlling Law

All matters relating to this MOU 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 MOU shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Term

This MOU shall have a term of five (5) years from the date of execution by all Parties. This MOU may be extended, or its provisions modified, with the written agreement of all Parties hereto.

8. Representations and Warranties

The Parties each represent, covenant and warrant for the other's benefit as follows:

(a) Each Party has all necessary power and authority to enter into this MOU and to carry out the transactions contemplated by this MOU, and this MOU has been authorized by Resolution spread upon the minutes of each Party's governing body. This MOU is a valid and binding obligation of each Party.

(b) Neither the execution and delivery of this MOU, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this MOU, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this MOU or to comply with its obligations under this MOU. Neither such Party's execution and delivery of this MOU, nor its compliance with its obligations under this MOU, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

9. Dispute Resolution

In the event of conflict or default that might arise for matters associated with this MOU, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this MOU, shall be subject to resolution in a court of competent jurisdiction.

10. No Waiver of Non-Compliance with MOU

No provision of this MOU shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this MOU. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

11. Liability of Officers and Agents

No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be

deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

12. Execution in Counterparts/Electronic Version of MOU

This MOU may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the MOU to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the MOU shall be deemed for all purposes to be an original signed MOU.

13. Iran Divestment Act

The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

14. No Third-Party Beneficiaries

There are no third-party beneficiaries to this MOU.

IN WITNESS THEREOF, the Parties hereto have made and executed this MOU as of the day and year first above written.

CAPITAL AREA METROLITAN PLANNING ORGANIZATION "CAMPO"

**ACKNOWLEDGEMENT by
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"**

State of North Carolina County of Wake

I, _____ a Notary Public for said County and State, do hereby certify that Chris Lukasina, Executive Director personally came before me on _____, who, being by me duly sworn, says that he is an authorized Officer of CAMPO the organization described in and which executed the foregoing instrument; that he knows the name of the organization and that the said Officer subscribed his name thereto, having the authority of the Board of Directors of said organization, and that said instrument is the act and deed.

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

CITY OF RALEIGH, NORTH CAROLINA

City Manager or Authorized Designee

Clerk
[Seal]