

Agreement # **TBD**

This Agreement is hereby entered into by and between the Office of State Budget and Management (the "AGENCY") and the Town of Oak Ridge (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is provided in Attachment A.

1. EFFECTIVE TERM:

This agreement shall be effective starting July 1, 2020 and this agreement shall terminate on June 30, 2022.

2. RECIPIENT'S DUTIES:

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for goods or services and **referenced in**.

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2020-68 Attachment A.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$1,154,081.75. The RECIPIENT shall submit an invoice for the full amount of the grant award in the form of Attachment D after the execution of the agreement.

The RECIPIENT agrees to provide the following additional documentation:

- a. Articles of Incorporation
- b. By-laws (and trust indenture, partnership agreement, etc. if applicable)
- c. List of Board of Directors/Trustees.
- d. Letters of tax exempt status from the Internal Revenue Service.
- e. Notarized Policy addressing conflicts of interest.
- f. Sworn Statement of no overdue tax debts (See Attachment B).
- g. Internal Revenue Service W-9 form.

Pursuant to N.C.G.S 143C-6-8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State entities.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2020-68, comply with the intent and guidance found in this Session Law and ensure compliance with related state statutes and financial management standards.

The AGENCY shall separately pay the RECIPIENT a total not to exceed \$1,154,081.75. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. After the execution of the agreement, the RECIPIENT shall be paid the total grant amount upon submission of an invoice in the form of Attachment D.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

RECIPIENT shall comply with all rules and reporting requirements established by the requirements of 9 N.C.A.C. Subchapter 3M.0205 hereby incorporated by reference in Attachment C. The RECIPIENT agrees that it will file and submit the following documentation to the North Carolina Office of State Budget and Management accounting@osbm.nc.gov and OSBMreporting@osbm.nc.gov, and Karen Hammonds-Blanks (Fiscal Research Division) Karen.HammondsBlanks@ncleg.gov no later than thirty (30) days after the contract expiration date:

- a. Provide a letter certifying that State financial assistance received, or held, was used for the purposes for which it was awarded (Attachment E).
- b. Provide an accounting of all State financial assistance received, held, used, or expended.
- c. Report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- d. For each employee, the amount of State funds used for the employee's annual salary.

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any internal audit responsibilities.

6. AGREEMENT ADMINISTRATORS:

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

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Providence Hakizimana, Business Officer Office of State Budget and Management MSC 20320 Raleigh, NC 27699-0320 Direct: 919-807-4748 Email: accounting@osbm.nc.gov	Providence Hakizimana, Business Officer Office of State Budget and Management 430 N. Salisbury Street Raleigh, NC 27699-0320 Direct: 919-807-4748 Email: accounting@osbm.nc.gov

FOR THE RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<p>Please Fill Out</p> <p>Direct # Email: fill out</p>	<p>Please Fill Out</p> <p>Direct # Email: fill out</p>

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within thirty (30) days after expiration of the agreement term or final expenditure date, whichever is earlier.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 30-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

TOWN OF OAK RIDGE

Signature _____ Date _____

Printed Name _____ Title _____

OFFICE OF STATE BUDGET AND MANAGEMENT

Signature _____ Date _____

Printed Name _____ Title _____