



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

July 24, 2017

Ms. Shelby Powell, AICP  
Deputy Director, Capital Area MPO  
One City Plaza  
421 Fayetteville Street, Suite 203  
Raleigh, NC 27601

Subject: Funding Agreement #7400 – Southwest Area Study

Dear Shelby:

Attached is the funding agreement for State Planning and Research (SPR) funds for the development of the Southwest Area Study. Upon review and approval, please have the enclosed three originals executed and return them to me. I will coordinate NCDOT approval and provide you an executed copy.

If you have any questions, please do not hesitate to call or email me at (919) 707-0909, [ewthomas@ncdot.gov](mailto:ewthomas@ncdot.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Earlene W. Thomas".

Earlene W. Thomas, PE  
Planning & Systems Unit Head  
Transportation Planning Branch

Enclosure (1)

cc: Jamal Alavi, PE, NCDOT Transportation Planning Branch  
Scott Walston, PE, NCDOT Transportation Planning Branch  
Rupal Desai, PE, NCDOT Transportation Planning Branch  
*File:* Capital Area Metropolitan Planning Organization

NORTH CAROLINA  
WAKE COUNTY

SOUTHWEST AREA STUDY AGREEMENT

DATE: 7/21/2017

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: M-0522

AND

WBS Element: 47433.1.1

CITY OF RALEIGH

AND

FEDERAL-AID NUMBER: SPR-  
0SPR(117)

CAPITAL AREA METROPOLITAN  
PLANNING ORGANIZATION (CAMPO)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$50,000

**THIS INTERLOCAL AGREEMENT**, made and entered into on the last date executed below by and between the North Carolina Department of Transportation, an Agency of the State of North Carolina, hereinafter referred to as the "Department," and the City of Raleigh, a municipal corporation existing under the laws of the State of North Carolina, hereinafter referred to as "Raleigh," and the Capital Area Metropolitan Planning Organization, hereinafter referred to as "CAMPO". The term "municipality" as used herein refers to the City of Raleigh. The Department, City of Raleigh, and CAMPO are collectively referred to herein as "Stakeholders."

**WITNESSETH:**

**WHEREAS**, the United States Congress mandated the establishment of Metropolitan Planning Organizations (MPOs) to encourage and promote the safe and efficient management and operation of surface transportation systems. 23 U.S.C. § 134 (a) (1).

*"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through an urbanized area and minimize transportation related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian and bicycle transportation facilities) which will function as an intermodal transportation system for the State, the metropolitan area, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, comprehensive and cooperative to the degree appropriate, based on the complexity of the transportation system;"*

23 U.S.C. § 134 (a) (1)

**WHEREAS**, MPOs established pursuant to 23 U.S.C. ¶ 134 are recognized under the laws of North Carolina. N.C.G.S. § 136-200.1 (2016);

**WHEREAS**, The Governor of the State of North Carolina has designated the City of Raleigh to be the Lead Planning Agencies for CAMPO, and to be responsible for carrying out the provisions of Section 134(a), Title 23, United States Code;

**WHEREAS**, the City of Raleigh has agreed to be the recipient of State Planning and Research Funds to support regional transportation planning and the development of the Southwest Area Study Update;

**WHEREAS**, The Stakeholders have jointly undertaken the updating of the federally mandated long-range transportation plan and have agreed to jointly develop the Southwest Area Study Update, recognizing the desirability of centralizing development resources in order to develop this multi-modal study;

**WHEREAS**, the Stakeholders have agreed that CAMPO, shall solicit and employ a consultant to perform transportation planning services related to the development the Southwest Area Study Update; and,

**WHEREAS**, the Stakeholders will jointly participate in setting the work program, priorities and a performance evaluation of the consultant in providing these planning services, and have agreed to share in the cost of employing said consultant.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual agreements set forth below, and other good and valuable consideration, the Stakeholders agree as follows:

1. In furtherance of the Southwest Area Study Update, CAMPO shall hire a consultant to perform planning services related to the development of the Southwest Area Study Update.
2. The total approved eligible cost for developing the Southwest Area Study Update is \$250,000 (\$175,000 in FY 2018 and \$75,000 in FY 2019)
3. For services associated with the study completed during FY 2018, the Department shall allocate funds to CAMPO (through the City of Raleigh) up to TWENTY FIVE THOUSAND DOLLARS (\$25,000) of the approved eligible costs (\$175,000) for developing the Southwest Area Study Update. For services associated with the study completed during FY 2019, the Department shall allocate funds to CAMPO (through the City of Raleigh) up to TWENTY FIVE THOUSAND DOLLARS (\$25,000) of the approved eligible costs (\$75,000) for developing the Southwest Area Study Update. For services associated with the study, the Department's total reimbursement to CAMPO shall not exceed FIFTY THOUSAND DOLLARS (\$50,000) of total approved eligible costs (\$250,000) for developing the Southwest Area Study Update.
4. All funding required to be provided to CAMPO per this Agreement shall be directed to Raleigh as the City is lead planning agency and therefore fiscal agent for the MPO. All such funds shall be disbursed by Raleigh only at the express direction of CAMPO.

5. For services associated with the study during FY 2018, CAMPO shall pay ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) of the approved eligible costs (\$175,000). For services associated with the study during FY 2019, CAMPO shall pay FIFTY THOUSAND DOLLARS (\$50,000) of the total approved eligible costs (\$75,000) for developing the Southwest Area Study Update. CAMPO's total contribution to the study shall not exceed \$200,000.
6. The parties agree that each party shall have no financial or other liability to the other parties herein under this **AGREEMENT** other than payment of their respective shares of the contract costs.
  - A. The CAMPO share of 80% federal (Surface Transportation Block Grant [STBG]) and 20% local funds are included in the FY 2018 Unified Planning Work Program (UPWP) approved by the CAMPO Board. The Department has authorized the Fiscal Year 2018 STBG funds as part of the Capital Area MPO UPWP.
  - B. Raleigh shall be responsible for funding the 20% matching funds for the STBG funds authorized, and for funding all costs that exceed the total cost, and all costs not reimbursed by the Federal Highway Administration.
7. The scope of services and performance criteria by which these planning services are to be assessed shall be mutually agreed upon by the Stakeholders.
8. The completed Southwest Area Study Update shall be distributed to the Stakeholders in both hard copy and electronic versions as mutually agreed to by the Stakeholders.
9. If CAMPO contracts with a private firm for services required to complete the project, it is agreed as follows:
  - A. CAMPO shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
  - B. When procuring professional services, CAMPO must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104;;[143-64 was repealed in 2012]and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts. Said policies and standards are incorporated in this **AGREEMENT** by reference at [www.fhwa.dot.gov/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).
  - C. A pre-negotiation audit will be conducted by the Department's External Audit Branch. CAMPO shall not execute a consultant contract until the Department's review has been completed.
10. CAMPO is solely responsible for the administration of all agreements, contracts, and work orders entered into or issued for this project. Neither Raleigh nor the Department shall not be held liable by CAMPO for any expenses or obligations incurred for the project except those specifically eligible for reimbursement as approved by the Department under the terms of this **AGREEMENT**.
11. Reimbursement to CAMPO shall be subject to the policies and procedures contained in Federal-Aid Policy Guide Part 140, Subpart G, and Federal-Aid Policy Guide Part 172, which is being incorporated into this **AGREEMENT** by reference ([www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)). Said reimbursement shall also be subject to the

Department being reimbursed by the Federal Highway Administration, which is to participate in the eligible costs of the project up to the maximum amount specified in this **AGREEMENT**, subject to compliance with all applicable federal policy and procedural rules and regulations. Said reimbursement shall be made as follows:

- A. CAMPO may bill the Department on a quarterly basis for eligible project costs by submitting an itemized invoice to the Transportation Planning Branch, 1554 Mail Service Center, Raleigh, NC 27699-1554. Proper supporting documentation shall accompany each invoice as may be required by the Department.
  - B. The Department shall reimburse CAMPO for all invoices submitted within a reasonable time after approval of each invoice by the Department.
  - C. CAMPO agrees that it shall bear all costs of any item for which it is unable to substantiate actual costs or any costs that have been deemed ineligible due to actions of CAMPO.
  - D. All invoices must be submitted within six (6) months of completion and acceptance of the project by the Department. Any invoices submitted after this time will not be eligible for reimbursement.
  - E. CAMPO shall be responsible for adhering to applicable administrative requirements of 49 CFR Part 18 ([www.dot.gov/ost/m60/grant/49cfr18.htm](http://www.dot.gov/ost/m60/grant/49cfr18.htm)) and Office of Management and Budget (OMB) Circular A-102 ([www.whitehouse.gov/omb/circulars/a102/a102.html](http://www.whitehouse.gov/omb/circulars/a102/a102.html)). If the work is performed by the Municipal force account, said invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs as set forth in OMB Circular A-87. Reimbursement shall be based on actual costs incurred with the exception of equipment owned by CAMPO. Reimbursement for rates of equipment owned by CAMPO cannot exceed the Department's rates in effect for the time period in which the work is performed. If the work is performed by a contractor, said invoices shall show the contract cost.
  - F. In accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations [www.whitehouse.gov/omb/circulars/a087/a87\\_2004.html](http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html), dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, CAMPO shall arrange for an independent financial and compliance audit of its fiscal operations. CAMPO shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after CAMPO's fiscal year ends.
  - G. Any costs incurred by CAMPO prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
  - H. Failure on the part of CAMPO to comply with any of the substantive provisions of this **AGREEMENT** will be grounds for the Department to terminate participation in the costs of the project.
12. CAMPO agrees that, if the Federal Highway Administration should not participate in certain costs because of noncompliance with Federal and/or State regulations, it will reimburse the Department for such costs caused by actions of CAMPO. Reimbursement shall be made by CAMPO to the Department within sixty (60) days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

13. If CAMPO fails for any reason to reimburse the Department in accordance with the provisions for payment as provided in this **AGREEMENT**, the Department may withhold, in full or in part, any payments due to CAMPO until the Department has received payment in full, as authorized by law.
14. CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this **AGREEMENT**. Further, CAMPO shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration under this **AGREEMENT**, for inspection and audit by the Department, the Federal Highway Administration, or any authorized representatives of the Federal Government.
15. CAMPO agrees to indemnify and hold harmless the Department, to the extent allowed by law, for any third party claims for payment or damages, of any nature, asserted against the Department in connection with this **AGREEMENT**. Furthermore, CAMPO shall certify to the Department compliance with all applicable State, Federal, and local environmental laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by CAMPO under this **AGREEMENT**.
16. CAMPO is prohibited from contracting with or making sub-awards under transactions covered by this **AGREEMENT** to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. CAMPO may rely upon the certification unless it knows that the certification is erroneous. Raleigh agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
17. All terms and conditions of this **AGREEMENT** are dependent upon, and subject to, the allocation of funds for the purpose set forth in the **AGREEMENT** and the **AGREEMENT** shall automatically terminate if funds cease to be available.
18. All Stakeholders hereby respectively confirm that the individuals executing the **AGREEMENT** are authorized to execute this **AGREEMENT** and to bind the respective entities to the terms contained herein. All Stakeholders confirm they have read this **AGREEMENT**, conferred with counsel, and fully understand its contents.
19. This **AGREEMENT** shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the values and purposes sought to be set forth herein.
20. By Executive Order 24, issued by Governor Perdue, and NCGS § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety,

Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21. E – Verify. The parties herein have complies 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 the parties’ knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.
22. IRAN DIVESTMENT ACT CERTIFICATION. The parties herein certify 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, the parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
23. 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 Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
24. This agreement may be amended only by written agreement of the parties executed by their authorized representatives.

**ATTEST:**

**CITY OF RALEIGH**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

NORTH CAROLINA  
COUNTY OF WAKE

**CITY ACKNOWLEDGEMENT**

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk, and Ruffin L. Hall is the City Manager of the City of Raleigh, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

(OFFICIAL SEAL)

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

THIS INSTRUMENT APPROVED AS TO FORM:

\_\_\_\_\_  
Raleigh City Attorney



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

(SEAL)

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City of Raleigh Chief Financial Officer

Federal Tax Identification Number

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Remittance Address:

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**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)**  
**CAMPO**

By: \_\_\_\_\_  
Executive Director

This, the \_\_\_\_\_ day of \_\_\_\_\_ 2017

ATTEST:

By: \_\_\_\_\_ Valorie D. Lockhart

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

STATE OF:  
COUNTY OF:

I, \_\_\_\_\_ a Notary Public for said County and State,  
do hereby certify that \_\_\_\_\_, with whom I am acquainted, personally  
appeared before me on \_\_\_\_\_ 2017, who, being by me duly sworn, says that (s)he is an  
authorized Officer of \_\_\_\_\_ the organization described in and  
which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer  
subscribed her/his name thereto, having the authority of the Board of Directors of said organization, and that said  
instrument is the act and deed of said organization.

Witness my hand and official seal, this day of \_\_\_\_\_ 2017.

Notary Public Signature

(SEAL)

My Commission Expires:

**DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)