

NORTH CAROLINA

UPPER COASTAL PLAIN
RURAL TRANSPORTATION PLANNING
ORGANIZATION (UCPRPO)
SOUTHEAST AREA STUDY– SPR
FUNDING

NASH COUNTY (UCPRPO LEAD PLANNING AGENCY)

AND

CAPITAL AREA MPO

THIS AGREEMENT is made and entered into on the last date executed below, by and between Nash County, as Lead Planning Agency for the Upper Coastal Plain Rural Planning Organization (UCPRPO), hereinafter referred to as “UCPRPO” and the Capital Area Metropolitan Organization (CAMPO), hereinafter referred to as “CAMPO”.

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, under applicable provisions of the U.S Code, referenced and quoted as follows:

23 U.S.C. Sec. 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*”; and

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); and,

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

WHEREAS, Nash County, acting as Lead Planning Agency for the Upper Coastal Plain RPO, has agreed to provide a donation for the Southeast Area Study transportation and land use plan, the “Study”; and,

WHEREAS, the Parties have agreed that CAMPO shall solicit and employ a consultant to perform transportation planning services as part of the Study.

WHEREAS the Capital Area Metropolitan Planning Organization (CAMPO) in partnership with the Upper Coastal Plain Rural Planning Organization (UCPRPO) originally completed the Southeast Area Study in 2015/2016; and

WHEREAS the study area is one of the fastest growing areas within the State of North Carolina and the original study requires an update in FY22-23; and

WHEREAS the study included planning area well beyond the CMAPO boundary and includes the UCPRPO municipalities of Benson, Kenly, Four Oaks, Micro, Selma, Smithfield, Wilson's Mills, and Pine Level, in addition to the surrounding unincorporated area within Johnston County; and

WHEREAS the Upper Coastal Plain Rural Planning Organization (UCPRPO) provides transportation planning for the four counties of Edgecombe, Johnston, Nash, and Wilson; and

WHEREAS the Transportation Advisory Committee (TAC) is the duly recognized Transportation planning policy board for the Upper Coastal Plain Rural Planning Organization (UCPRPO) and has approved the funding in the amount of \$75,000.00 at their regularly scheduled meeting on May 11, 2022; and

WHEREAS the citizens of the Upper Coastal Plain Rural Planning Organization (UCPRPO) share a community interest with CAMPO and Johnston County to provide transportation planning services to the citizens of Johnston County; and

WHEREAS the Upper Coastal Plain Rural Planning Organization (UCPRPO) applied for and received additional funding in the amount not to exceed \$75,000.00, with (80%) \$60,000 being funded by Federal SPR funds, (15%) \$11,250.00 being funded by a State local match, and (5%) \$3,750.00 being funded by Nash County (UCPRPO) for the purpose of providing a Comprehensive Transportation Study in western Johnston County; and

WHEREAS the North Carolina Department of Transportation has approved funding for the Upper Coastal Plain Rural Planning Organization (UCPRPO) to help complete the FY22-23 Special Study (Southeast Area Study (SEAS)) with NCDOT Contract #:7500024869 and WBS# 49600.4.26; and

NOW, THEREFORE, this Agreement states that promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other as follows:

1) CAPITAL AREA MPO ROLE

- a. The Capital Area Metropolitan Planning Organization staff has hired a consultant to perform the Southeast Area Study (SEAS) and will manage the project. CAMPO will be responsible for selecting and administering the project both with the selected consultant and with the North Carolina Department of Transportation along with UCPRPO's local municipality members' input.
- b. CAMPO will financially manage the project and will invoice UCPRPO quarterly for a portion of the amount expended on the project to date until the project is completed. The project will be completed in FY23 and no later than June 30, 2023. The amount invoiced to UCPRPO will not exceed \$75,000.00.
- c. When completed, an electronic copy of the Study will be provided to the UCPRPO.
- d. All funding required to be provided to CAMPO under this AGREEMENT shall be directed to the City of Raleigh, and CAMPO will request that all such funds be disbursed by the City of Raleigh to CAMPO.

2) 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 under this AGREEMENT, for inspection and audit by the North Carolina Department Transportation, the Federal Highway Administration, or any authorized representatives of the Federal Government.

- 3) To the extent authorized by law, CAMPO agrees to indemnify and hold harmless the Town for any third-party claims for payment or damages, of any nature, asserted against Town in connection with this AGREEMENT.
- 4) 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. CAMPO 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.
- 5) 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.
- 6) All Parties 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 Parties confirm they have read this AGREEMENT, conferred with counsel, and fully understand its contents.
- 7) 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.
- 8) E – Verify. CAMPO has complied and will comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of 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. The Town shall not be required to utilize E-Verify solely as a result of this AGREEMENT, but the Town shall comply with E-Verify if independently required to do so by applicable law.
- 9) 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.
- 10) All matters relating to this AGREEMENT shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

- 11) The Parties acknowledge that this AGREEMENT establishes no relationship between them other than that of donor and donee, and that no partnership, joint venture, contractor/subcontractor, principal/agent, or other common enterprise is intended.
- 12) This AGREEMENT may be amended only by written agreement of the Parties executed by their authorized representatives.
- 13) NASH COUNTY (LPA) ROLE
 - a. UCPRPO agrees to pay all invoice amounts not to exceed their agreed obligated amount of \$75,000.00.

In WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this ____ day of _____, 2022.

Nash County (UCPRPO)

By _____	_____
Nash County Manager	Date
Stacie Shatzer	

CAMPO

By: _____
Chris Lukasina, Executive Director

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

STATE OF NORTH CAROLINA

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 _____ 2021, 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 _____ 2021.

Notary Public Signature

Printed Name of Notary: _____

(SEAL)

My Commission Expires: