

GO FORWARD

A COMMUNITY INVESTMENT IN TRANSIT

WAKE COUNTY

To: TPAC Members/Alternates & Stakeholders
From: Adam Howell, TPAC Administrator (via Subcommittee Co-Chairs & Tax District Staff)
Date: May 15, 2018
Re: Operating & Capital Agreements and Exhibits for FY 2019 Wake Transit Funds - UPDATED

This memorandum and its attachments detail the timing, expectations and other parameters for Wake Transit FY 2019 Operating and Capital Agreements, updated after discussions at the May 9th Regular TPAC Meeting.

Agreements are Required:

As directed by the Wake Transit Governance Interlocal Agreement (Governance ILA) and reaffirmed by the Wake Transit Participation Agreement (Participation Agreement), annual appropriations for operating and capital projects in the Wake Transit Work Plan require capital funding agreements and operating agreements. These agreements detail the expectations, roles and responsibilities of all parties. No Wake Transit Tax Revenue shall be spent prior to execution of an operating or capital agreement by all parties.

Logical Grouping of Implementation Elements and/or Projects:

The Governance ILA and the Participation Agreement allow for multiple implementation elements to be grouped under a single agreement. The Planning & Prioritization and Budget & Finance Subcommittees worked to categorize the implementation elements (projects) identified in the FY 2019 Wake Transit Work Plan by Operating or Capital Agreements, and then a specific type of operating or capital funding agreement. The page directly following this memo show the FY 2019 Wake Transit Work Plan projects and their agreement categories. A summary of the types of agreements for the FY 2019 Wake Transit Work Plan is below:

1. Operating Funding Agreements
 - a. Bus Operations Agreement
 - b. Transit Plan Administration Agreement
 - c. Tax District Administration Agreement
 - d. Special Operating Agreement
2. Capital Funding Agreements
 - a. Bus Infrastructure Agreement

- b. Bus Acquisition Agreement
- c. Capital Planning Studies Agreement
- d. Special Capital Agreement

Content of Agreements:

The Governance ILA and the Participation Agreement state that the Operating and Capital Agreements are required to hold all parties accountable to specific actions and metrics. All agreements under development detail in the body of the agreement or in its attachments, the parties, the period of performance, terms and conditions, reporting requirements, billing, scope and deliverables, and breach provisions for the agreement and for the implementation elements covered.

The Governance ILA and the Participation Agreement state that regular progress reports and updates will be developed for all implementation elements funded. The language in the agreements includes requirements for performance reporting quarterly and annually. The agreements also charge the implementing party with proactively notifying the other parties and the TPAC of issues and concerns. The Planning & Prioritization Subcommittee will be continuously monitoring reporting of deliverables and review the reporting template as needed.

An Exhibit A was developed for each operating and capital agreement. These exhibits list parties to the agreement, amounts appropriated, project budgets, scope, projected implementation dates, and deliverables to be reported on a quarterly basis. An example of an Exhibit A is included just after the agreement grouping table. The content of all Exhibit A's for general/special operating and general capital agreements are included just after the example.

Timing of Agreements:

The Governance ILA anticipated that all agreements would be developed and recommended by TPAC when it recommended the annual Wake Transit Work Plan. Agreements would then be adopted as part of the Wake Transit Work Plan adoption process. The content of Exhibit A's as presented with this memorandum will be converted into final Exhibit A's that will be a part of the Wake Transit Work Plan adoption process. TPAC shall review, provide feedback and recommend the information presented with this memorandum during the special May meeting (May 22nd). This will allow the Wake Transit governing boards to review and approve as a part of the Wake Transit Work Plan adoption process, which will occur prior to the end of the fiscal year.

FY 19 Wake Transit Work Plan Agreement Groupings DRAFT 4.25.18 (After P&P)

Key: Box = Agreement.
(1), (2), (3) etc. = Appropriations for Projects listed
on Exhibit A attached to agreement.

General Operating Funding Agreements

GoCary General Operating Funding Agreement: Bus Operations		
1) Midday Frequency Increase	\$	444,362
2) Sunday Service All Routes, Expanded Paratransit & Holiday Hours	\$	575,285
3) Expansion Vehicles	\$	102,500
4) Weston Parkway	\$	402,399
	\$	1,524,546

GoRaleigh General Operating Funding Agreement: Bus Operations		
1) Increase Route 7 S. South Saunders Route Frequencies	\$	242,381
2) Sunday Service Expansion	\$	1,850,796
3) Southeast Raleigh Route Additions	\$	2,738,718
4) Northwest Raleigh Route Additions	\$	2,291,980
5) Lease Vehicles	\$	189,000
	\$	7,312,875

GoTriangle General Operating Funding Agreement: Bus Operations		
1) Route 100 Improvements	\$	495,144
2) Route 300 Improvements	\$	987,230
3) Fuquay-Varina Express Route	\$	272,191
4) Durham-Raleigh Express Frequency Improvements	\$	211,028
5) Chapel Hill-Raleigh Express Frequency Improvements	\$	52,896
6) KRX Continuity of Service	\$	52,930
7) Regional Information Center Operating Hours	\$	25,000
8) Park and Ride Leases	\$	90,000
	\$	2,186,419

Wendell General Operating Funding Agreement: Bus Operations		
1) ZWX Funding	\$	4,200

Zebulon General Operating Funding Agreement: Bus Operations		
1) ZWX Funding	\$	5,654

Wake County General Operating Funding Agreement: Bus Operations		
1) Rural General Public Trip Funding	\$	179,375
2) Elderly and Disabled	\$	70,000
3) Wake County Transportation Call Center	\$	33,905
	\$	283,280

CAMPO General Operating Funding Agreement: Transit Plan Administration		
3.0 FTEs (1.0 FTE: Transit Planning Support Staff and Admin (TPAC Administration); 1.0 FTE: Wake Transit Program/Project Manager; 1.0 FTE Transit Planner)	\$	453,750
2) Community Funding Area Technical Assistance	\$	100,000
	\$	553,750

GoCary General Operating Funding Agreement: Transit Plan Administration		
1) Outreach and Marketing	\$	60,875
2) 1.0 FTE Capital Projects Coordinator	\$	135,000
3) 1.0 FTE Transportation Analyst	\$	150,000
4) 1.0 FTE Transportation Program Coordinator	\$	150,000
5) 1.0 FTE Position Upgrade and Reorganization Deputy Transit Administrator	\$	80,875
6) NCDOT Apprentice Local Match	\$	20,629
	\$	597,379

GoRaleigh General Operating Funding Agreement: Transit Plan Administration		
1) 1.0 FTE Service Planning	\$	153,750
2) 1.0 FTE Transportation Analyst	\$	150,000
3) 1.0 FTE Transit Planner	\$	150,000
4) 1.0 FTE Transit Signal Timing Analyst	\$	150,000
5) 1.0 FTE Senior Engineer	\$	112,500
6) Marketing, Communications, and Public Relations	\$	250,000
	\$	966,250

GoTriangle General Operating Funding Agreement: Transit Plan Administration		
7.9 Positions FTE (1.0 FTE Multi-Year Bus Plan, 1.0 FTE Major Investment Study, 1.5 FTE Public Outreach and Communications, 1.0 FTE Paralegal, 1.0 FTE Wake Transit Director, 1.0 FTE Wake Administrative Coordinator, 1.0 FTE Public Engagement Specialist, 0.4 FTE Performance Data Analyst).	\$	1,027,978
2) Administrative Expenses (Mileage, Travel, Training, Etc.); Outside Legal Counsel; Satellite Office	\$	61,613
3) Outreach/Marketing/Communications/Creative Design Consultant/Transit Surveys/Incidental Expenses for Systemwide Studies Public Engagement	\$	328,050
4) Property Maintenance, Repairs, Appraisals	\$	51,308
5) Customer Feedback Management System	\$	35,875
6) 1.0 FTE Project Manager Technology Integration	\$	97,200
7) Paratransit Office Space Lease	\$	127,959
8) Passenger Amenity Storage	\$	10,000
	\$	1,739,983

Tax District Administration General Operating Agreement		
2.5 Positions FTE (1.0 FTE Financial Oversight Position, 1.0 FTE Budget and Financial Manager, 0.5 FTE Tax District Administrative Assistant).	\$	295,094
2) Financial Consulting Work, Audits	\$	116,000
	\$	411,094

General Capital Funding Agreements

GoCary General Capital Funding Agreement: Bus Infrastructure		
1) Passenger Information Materials	\$	100,000
2) Weston Parkway Route	\$	1,016,000
	\$	1,116,000

GoTriangle Capital Funding Agreement: Bus Infrastructure		
1) Raleigh Union Station Bus Facility	\$	700,000
2) Short Term Park and Ride	\$	75,000
3) Bus Stop Improvements	\$	475,000
4) Passenger Amenity Fit-Up	\$	150,000
5) Long Term Park and Ride Feasibility Study	\$	500,000
	\$	1,900,000

GoRaleigh General Capital Funding Agreement: Bus Infrastructure		
1) Construction of Bus Stop Shelters	\$	1,205,000

GoRaleigh General Capital Funding Agreement: Bus Acquisition*		
1) Support Acquisition of Vehicles (23 buses - 10 expansion and 13 replacement)	\$	13,642,135

GoTriangle General Capital Funding Agreement: Bus Acquisition*		
1) Support Acquisition of Vehicles	\$	5,000,000

GoTriangle Capital Funding Agreement: Capital Planning		
1) Land Use and Affordability Studies	\$	139,000

Special Operating Funding Agreements

Youth GoPass		
1) GoRaleigh	\$	165,000
2) GoCary	\$	25,000
3) GoTriangle	\$	40,000
	\$	230,000

Amend 18 Agreement: GoCary Special Capital Funding Agreement: Bus Infrastructure		
1) Downtown Multimodal Center Feasibility Study	\$	200,000
	\$	200,000

GoCary Special Capital Funding Agreement: Bus Infrastructure		
1) Design and Land Acquisition	\$	2,000,000

GoRaleigh Special Capital Agreement: Bus Infrastructure		
1) East Raleigh Community Transit Center	\$	350,000
2) Coordinated ADA Facility	\$	350,000
	\$	700,000

GoRaleigh Special Capital Funding Agreement: Capital Planning		
1) Western Blvd Corridor Study	\$	350,000

GoTriangle Special Capital Funding Agreement: Commuter Rail		
1) Commuter Rail RTC Modeling	\$	5333,333

GoTriangle Special Capital Funding Agreement: Bus Infrastructure		
1) Paratransit Upfit	\$	568,124
2) RTC Facility Feasibility Study	\$	312,500
3) Regional Technology Integration Study	\$	150,000
	\$	1,030,624

GoTriangle Special Capital Funding Agreement: Capital Planning		
1) ERP System	\$	458,333

Appropriations without Agreements at This Time (Reserve)		
1) Alternative Fuel Vehicles Acquisition Matching Grants	\$	1,200,000
2) Future Fixed Guideways Alternatives Refinement and Project Development (BRT)	\$	2,955,545
3) Future Fixed Guideways Alternatives Refinement and Project Development (Commuter Rail)	\$	1,363,038
	\$	5,518,583

GENERAL OPERATING AGREEMENT
FOR BUS OPERATIONS

WAKE TRANSIT FY 2019

This Operating Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and _____ ("Implementing Party"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, the Governance ILA specifically created the Transportation Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2019 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2019 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 27, 2018; and

WHEREAS, the Parties desire to implement the components of the 2019 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Capital Funding Agreement and an Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2019. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for the Projects prior to requesting reimbursement from GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Request Template") must be submitted by the Implementing Party at least quarterly but may be as often as is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30, 2019 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
 - (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A.
 - (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and

- expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- (c) Maintain a financial management system adequate for monitoring the accumulation of costs.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2019 Triangle Tax District Wake Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2019 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.
- If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.
- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. Minimum Service Standards:

For the Projects listed in Exhibit A, the Implementing Party agrees to:

- A. Maintain all vehicles and facilities in accordance with a preventative

- maintenance program.
- B. Maintain all vehicles and facilities in a safe and dependable condition and clean all vehicles and facilities regularly.
 - C. Monitor services and respond to incidents in a timely and professional manner.
 - D. Conduct regular reviews of service including: safety, on-time performance, customer satisfaction, accessibility, cleanliness, security, and customer service training.
 - E. Conduct public engagement activities in accordance with state and federal guidelines and agency and municipal policies and procedures, if applicable.

5. **Performance Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party shall report operating statistics and ridership to the National Transit Database and to the North Carolina Department of Transportation Public Transportation Division.

The Implementing Agency also agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. . The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being following, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

7. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

8. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a "breach"), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-Breaching party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the Term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the

Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.

- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

9. **ADA and Paratransit Requirements:**

The Implementing Party shall provide paratransit service as required by law within the ADA-required radius of the all day fixed-route bus services implemented as Projects pursuant to this Agreement.

10. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate

11. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

Jeffrey Mann
General Manager
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:

Shelley Blake
General Counsel
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

<insert other Parties' Notice Info.>

12. **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 Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.
- B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- D. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

13. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

14. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, 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 Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

15. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement 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 Agreement. 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.

16. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

17. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

18. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

19. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement 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 Agreement 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 Agreement shall be deemed for all purposes to be an original signed Agreement.

20. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

21. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

22. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. 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.

23. **No third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____</p> <p>Jeffrey G. Mann, General Manager</p> <p>This, the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____</p> <p>Clerk</p>	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>Shelley Blake, General Counsel</p>

GENERAL CAPITAL FUNDING AGREEMENT

WAKE TRANSIT FY 2019

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and _____ ("Implementing Party") and the Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, based on Section 5.02 of the Governance ILA, CAMPO has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement;

WHEREAS, the Governance ILA specifically created the Transportation Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties'

eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2019 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2019 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 27, 2018; and

WHEREAS, the Parties desire to implement the components of the 2019 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2021. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an

approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring local funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly but may be as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report Template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.

(6) Further, the Implementing Party shall:

- (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
- (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- (c) Maintain a financial management system adequate for monitoring the accumulation of costs.

(7) The implementing Party shall coordinate with CAMPO to see if the Project should be included in CAMPO's Transportation Improvement Plan.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2018 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2018 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Agency agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this

Agreement.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

9. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

GoTriangle
Attn: General Manager
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:

GoTriangle
Attn: General Counsel
P.O. Box 13787
Research Triangle Park, NC 27709

If to the Clerk to the TPAC Committee

CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
P.O. Box 590
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to CAMPO:

CAMPO
Attn: Executive Director
One City Plaza
P.O. Box 590
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

10. **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 Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

D. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

12. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, 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 Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

13. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement 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 Agreement. The failure of any Party hereto at any time to require strict performance by the other Party 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.

14. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

15. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

16. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

17. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement 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 Agreement 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 Agreement shall be deemed for all purposes to be an original signed Agreement.

18. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

19. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

20. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. 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.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____</p> <p>Jeffrey G. Mann, General Manager</p> <p>This, the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____</p> <p>Clerk</p>	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>Shelley Blake, General Counsel</p>

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

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 this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ 20__.

Notary Public

(Affix notary seal)

My Commission Expires: _____, 20__

GENERAL CAPITAL FUNDING AGREEMENT

WAKE TRANSIT FY 2019

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and _____ ("Implementing Party"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, the Governance ILA specifically created the Transportation Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2019 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2019 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 27, 2018; and

WHEREAS, the Parties desire to implement the components of the 2019 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2021. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring local funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly but may be as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report Template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

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- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
 - (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line

item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.

- (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
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B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2019 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2019 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

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4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Agency agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

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Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

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And with a copy to:

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Attn: General Counsel
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Research Triangle Park, NC 27709

If to the Clerk to the TPAC Committee

CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
P.O. Box 590
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to CAMPO:

CAMPO
Attn: Executive Director
One City Plaza
P.O. Box 590
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

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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 Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

D. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

12. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, 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 Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

13. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement 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 Agreement. The failure of any Party hereto at any time to require strict performance by the other Party 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.

14. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

15. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

16. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

17. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement 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 Agreement 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 Agreement shall be deemed for all purposes to be an original signed Agreement.

18. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

19. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

20. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. 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.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____</p> <p>Jeffrey G. Mann, General Manager</p> <p>This, the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____</p> <p>Clerk</p>	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>Shelley Blake, General Counsel</p>

GENERAL OPERATING AGREEMENT
FOR BUS OPERATIONS

WAKE TRANSIT FY 2019

This Operating Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and _____ ("Implementing Party") and the Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, based on Section 5.02 of the Governance ILA, CAMPO has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement;

WHEREAS, the Governance ILA specifically created the Transportation Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other

purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2019 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2019 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 27, 2018; and

WHEREAS, the Parties desire to implement the components of the 2019 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Capital Funding Agreement and an Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2019. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Projects in the Wake County Transit Annual Work Plan and listed in Exhibit A, attached hereto and incorporated herein by reference, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for the Projects prior to requesting reimbursement from GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Request Template") must be submitted by the Implementing Party at least quarterly but may be as often as is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30, 2019 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
 - (a) Ensure that Wake Transit funds provided by GoTriangle are not

misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A.

- (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
 - (c) Maintain a financial management system adequate for monitoring the accumulation of costs.
- (7) The implementing Party shall coordinate with CAMPO to see if the Project should be included in CAMPO's Transportation Improvement Plan.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2019 Triangle Tax District Wake Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2019 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal

Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. **Minimum Service Standards:**

For the Projects listed in Exhibit A, the Implementing Party agrees to:

- A. Maintain all vehicles and facilities in accordance with a preventative maintenance program.
- B. Maintain all vehicles and facilities in a safe and dependable condition and clean all vehicles and facilities regularly.
- C. Monitor services and respond to incidents in a timely and professional manner.
- D. Conduct regular reviews of service including: safety, on-time performance, customer satisfaction, accessibility, cleanliness, security, and customer service training.
- E. Conduct public engagement activities in accordance with state and federal guidelines and agency and municipal policies and procedures, if applicable.

5. **Performance Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party shall report operating statistics and ridership to the National Transit Database and to the North Carolina Department of Transportation Public Transportation Division.

The Implementing Agency also agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. . The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being following, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work

Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

7. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

8. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-Breaching party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of

the Term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

9. **ADA and Paratransit Requirements:**

The Implementing Party shall provide paratransit service as required by law within the ADA-required radius of the all day fixed-route bus services implemented as Projects pursuant to this Agreement.

10. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate

11. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

Jeffrey Mann
General Manager
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:

Shelley Blake
General Counsel
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

If to the Clerk to the TPAC Committee
CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
P.O. Box 590
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to CAMPO:
CAMPO
Attn: Executive Director
One City Plaza
P.O. Box 590
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

<insert other Parties' Notice Info.>

12. **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 Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

- B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- D. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

13. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

14. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, 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 Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

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The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

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No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

22. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. 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.

23. **No third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____</p> <p>Jeffrey G. Mann, General Manager</p> <p>This, the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____</p> <p>Clerk</p>	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>Shelley Blake, General Counsel</p>

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

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 this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public

(Affix notary seal)

My Commission Expires: _____, 20__



Exhibit A

Implementing /Operating Agency	Town of Zebulon	Parties to Agreement:	Triangle Tax District(GoTriangle), Town of Zebulon
Total Bus Operations Appropriation	\$5,654		
Project	Continuity of Town's Contribution for Zebulon-Wendell Express Park-and-Ride Lease and Maintenance Costs		
Project ID from Work Plan	TO003-H		
FY 2019 Budget	\$5,654		
Scope	Lease and maintenance costs currently funded by the Town of Zebulon will transition to being funded by Wake Transit tax proceeds.		
Expected Implementation Date	7/1/2018		
Reported Deliverables	1. Ridership at Stop 2. Maintenance Performed (quarterly)		

CAMPO General Operating - Transit Plan Administration

TO002-L 1.0 FTE Transit Planning Support Staff and Admin (TPAC Administration) \$153,750

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

- 1. Quarterly employee deliverables
- 2. Quarterly employee functions and accomplishments

TO002-V 1.0 FTE Wake Transit Program/Project Manager \$150,000

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

- 1. Quarterly employee deliverables
- 2. Quarterly employee functions and accomplishments

TO002-W 1.0 FTE Transit Planner \$150,000

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

- 1. Quarterly employee deliverables
- 2. Quarterly employee functions and accomplishments

TO002-AB Community Funding Area Technical Assistance \$100,000

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

- 1. Quarterly Project/Study Updates from CAMPO/CFA Entities and/or consultants conducting the studies

GoCary General Operating - Bus Operations		GoCary General Operating - Transit Plan Administration		GoCary General Capital - Bus Infrastructure		GoCary Special	
TO004-B Midday Frequency Increase \$444,362		TO002-M Outreach & Marketing \$60,875		TC002-Q Passenger Information Materials \$100,000		TC002-F Downtown Multimodal Center Feasibility Study \$200,000	
The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.	
Deliverables		Deliverables		Deliverables		Deliverables	
1. Revenue hours of service		1. Project Report		1. Contract award date		1. Date RFQ/RFP released for Downtown Multi-Modal Facility Feasibility Study	
2. Ridership				2. Delivery Date of Printed Materials		2. Date Contract Awarded for Downtown Multi-Modal Facility Feasibility Study	
						3. Date Contract performance completed for Downtown Multi-Modal Facility Feasibility Study	
3. Passenger boardings per revenue hour				3. Completion Date of Signage Installation			
4. Operating cost per passenger boarding							
5. Farebox Recovery							
6. On-Time Performance							
TO004-A Sunday Service Expansion \$575,285		TO002-N 1.0 FTE Capital Projects Coordinator \$135,000		TC002-R Weston Parkway Route \$1,016,000		TC002-F Downtown Multimodal Center - Design and Land Acquisit \$2,000,000	
The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.	
Deliverables		Deliverables		Deliverables		Deliverables	
1. Revenue hours of service		1. Status of Hire		1. Contract Award Date		1. ROW/Land Acquisition Purchase Date	
2. Ridership				2. Construction Start Date		2. Date Downtown Multimodal Center Contract for Design Awarded	
3. Passenger boardings per revenue hour				3. Construction End Date		3. Date Downtown Multimodal Center Design Completed	
4. Operating cost per passenger boarding				4. Final Payment Date			
5. Farebox Recovery							
6. On-Time Performance							
TO004-C Expansion Vehicles \$102,500		TO002-AC 1.0 FTE Transportation Analyst \$150,000					
The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.					
Deliverables		Deliverables					
1. Dates vehicles placed in service		1. Status of Hire					
2. Contractor invoice							
TO005-H Weston Parkway \$402,399		TO002-AD 1.0 FTE Transportation Program Coordinator \$150,000					
The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.					
Deliverables		Deliverables					
1. Revenue hours of service		1. Status of Hire					
2. Ridership							
3. Passenger boardings per revenue hour							
4. Operating cost per passenger boarding							
5. Farebox Recovery							
6. On-Time Performance							
		TO002-AE 1.0 FTE Position Upgrade and Reorganization D \$80,875					
		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.					
		Deliverables					
		1. Status of Hire					
		TO002-AF NCDOT Apprentice Local Match \$20,269					
		The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.					
		Deliverables					
		1. Status of Hire					

GoRaleigh General Operating - Bus Operations	GoRaleigh General Operating - Transit Plan Administration	GoRaleigh General Capital - Bus Infrastructure	GoRaleigh General Capital - Bus Acquisition	GoRaleigh Special
<div><div>TO004-D Increase Route 7 S. Saunders Route Frequencies</div><div>\$242,381</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Revenue hours of service</div><div>2. Ridership</div><div>3. Passenger boardings per revenue hour</div><div>4. Operating cost per passenger boarding</div><div>5. Farebox Recovery</div><div>6. On-Time Performance</div></div>	<div><div>TO002-P 1.0 FTE Service Planning</div><div>\$153,750</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Status of Hire</div></div>	<div><div>TC002-S Construction of Bus Stop Shelters</div><div>\$1,205,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Delivery of new shelter sites</div></div>	<div><div>TC001-E/F Support Acquisition of Vehicles (23 buses - 10 expansion and 13 replacement)</div><div>\$13,642,135</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Order/Release PO for buses</div><div>2. Receive, inspect and accept buses</div></div>	<div><div>TC002-T East Raleigh Community Transit Center</div><div>\$350,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Engineering/Design Plans</div></div>
<div><div>TO004-E Sunday Service Expansion</div><div>\$1,850,796</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Revenue hours of service</div><div>2. Ridership</div><div>3. Passenger boardings per revenue hour</div><div>4. Operating cost per passenger boarding</div><div>5. Farebox Recovery</div><div>6. On-Time Performance</div></div>	<div><div>TO002-AG 1.0 FTE Transportation Analyst</div><div>\$150,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Status of Hire</div></div>			<div><div>TC002-V Coordinated ADA Facility</div><div>\$350,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Engineering/Design Plans</div></div>
<div><div>TO005-I Southeast Raleigh Route Additions</div><div>\$2,738,718</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Revenue hours of service</div><div>2. Ridership</div><div>3. Passenger boardings per revenue hour</div><div>4. Operating cost per passenger boarding</div><div>5. Farebox Recovery</div><div>6. On-Time Performance</div></div>	<div><div>TO002-AH 1.0 FTE Transit Planner</div><div>\$150,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Status of Hire</div></div>			<div><div>TC003-E Western Boulevard Corridor Study</div><div>\$350,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. RFQ post date, 2nd Qtr FY19</div><div>2. Progress Reports</div><div>3. Completed Document</div></div>
<div><div>TO005-J Northwest Raleigh Route Additions</div><div>\$2,291,980</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Revenue hours of service</div><div>2. Ridership</div><div>3. Passenger boardings per revenue hour</div><div>4. Operating cost per passenger boarding</div><div>5. Farebox Recovery</div><div>6. On-Time Performance</div></div>	<div><div>TO002-AI 1.0 FTE Transit Signal Timing Analyst</div><div>\$150,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Status of Hire</div></div>			
<div><div>TO005-K Lease Vehicles</div><div>\$189,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Dates vehicles placed in service</div><div>2. Contractor invoice</div></div>	<div><div>TO002-AJ 1.0 FTE Senior Engineer</div><div>\$112,500</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div> <div><div>Deliverables</div><div>1. Status of Hire</div></div> <div><div>TO002-K Marketing, Communications and Public</div><div>\$250,000</div></div> <div>The Project description included in the FY2019 Adopted Wake Transit Work</div> <div><div>Deliverables</div><div>1. Promotional materials and events</div><div>2. Social media with data analytics</div><div>3. Media advertising including tv, radio, print</div></div>			

GoTriangle General Operating - Bus Operations	GoTriangle General Operating - Transit Plan Administration	GoTriangle Tax District Administration	GoTriangle General Capital - Bus Infrastructure	GoTriangle General Capital - Bus Acquisition	GoTriangle General Capital - Capital Planning	GoTriangle Special
TO003-B/TO005-A Route 100 Improvements The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Revenue hours of service 2. Ridership 3. Passenger boardings per revenue hour 4. Operating cost per passenger boarding 5. Farebox Recovery 6. On-Time Performance	TO002-A 3.5 Positions/FTE's (1.0 FTE Multi Year Bus Plan, 1.0 FTE Major Investment) The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Report on outreach efforts 2. Report study/plan milestones 3. Status of Hire	TO001-A 1.0 FTE Financial Oversight Position The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Status of Hire	TC002-A Raleigh Union Station Bus Facility The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Award contract to Design Firm 2. Completed Design of Union Station Bus Facility	TC001-C/D Support Acquisition of Vehicles The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Order/Release PO for buses 2. Receive, inspect and accept buses	TC003-C Land Use and Affordable Study The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Travel Choice Neighborhoods Analysis 2. Housing Affordability Inventory, Tracking and Opportunity Site Analysis 3. Local Plans, Policies, Programs and Practices Guide	TC004-B Commuer Rail RTC Modeling The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Completed RTC Modeling
TO003-C/D/E/TO005-B Route 300 Improvements The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Revenue hours of service 2. Ridership 3. Passenger boardings per revenue hour 4. Operating cost per passenger boarding 5. Farebox Recovery 6. On-Time Performance	TO002-B/C/H Administrative Expenses (Mileage, Travel, Training, Etc...) Outside Legal Counsel; Satellite Office The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Report on Misc. Administrative Expenses 2. Report on Outside Legal Counsel 3. Report on Utilities for satellite office	TO001-B/C Financial Consulting Work, Audits The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Report on Debt Issuance 2. Audit Progress	TC002-K Short Term Park and Ride The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Determining park and ride lot locations, lead by municipal staff. 2. Securing lease agreements with property owners. 3. Installing signage, amenities, etc. needed for transit users.			TC002-J Paratransit Upfit The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Contract with a Real Estate agent to act as GoTriangle's representative in 2. Select a location that meets criteria for safe and cost effective operation of 3. Develop a timeline for move-in and start of the operation from the new
TO003-A Fuquay-Varina Express Route The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Revenue hours of service 2. Ridership 3. Passenger boardings per revenue hour 4. Operating cost per passenger boarding 5. Farebox Recovery 6. On-Time Performance	TO002-D Outreach/Marketing/Communications The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Report on outreach efforts 2. Report on miscellaneous marketing efforts	TO001-D 1.0 FTE Budget and Financial Manager The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Status of Hire	TC002-L Wake Forest Downtown Stop The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Determination of new stop location 2. Agreement between parties involved with new stop development 3. Installation of new stop amenities and service of two Wake Forest routes at			TC002-N RTC Facility Feasibility Study The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Recommendations for new RTC locations. 2. Land acquisition costs. 3. How a new RTC location will affect current route planning.
TO005-C Durham-Raleigh Express Frequency Improvement The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Revenue hours of service 2. Ridership 3. Passenger boardings per revenue hour 4. Operating cost per passenger boarding 5. Farebox Recovery 6. On-Time Performance	TO002-E Incidental Expenses for Systemwide Studies Public Engagement The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Report on public engagement efforts	TO001-E 0.5 FTE Tax District Administrative Assistant The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Hire date	TC002-M Bus Stop Improvements The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Determination of new stop locations. 2. Professional services to design stops. 3. Procuring right-of-way, ordering materials, and beginning construction.			TC002-P Regional Technology Integration Study The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Regional Technology Integration consultant is contracted 2. Regional Technology Integration Study Kicks-Off 3. Regional Technology Integration Study Wraps Up
TO005-D Chapel Hill-Raleigh Express Frequency Improvement The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Revenue hours of service 2. Ridership 3. Passenger boardings per revenue hour 4. Operating cost per passenger boarding 5. Farebox Recovery 6. On-Time Performance	TO002-F Transit Customer Surveys The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Summary reports of completed surveys		TC002-U Passenger Amenity Up-Fit The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Number of shelters, benches, and other transit-related amenities that are 2. Cost savings realized by not having to lease or purchase additional space to store and fabricate benches and shelters			TC003-D ERP System The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Enter into a contract with the ERP developer contract. 2. Develop the ERP System. 3. Implement the ERP System.
TO003-F KRX Continuity of Service The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Revenue hours of service 2. Ridership 3. Passenger boardings per revenue hour 4. Operating cost per passenger boarding 5. Farebox Recovery 6. On-Time Performance	TO002-I Property Maintenance, Repairs, Appraisals The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Summary of maintenance efforts 2. Report on appraisal activities		TC002-O Long Term Park and Ride Feasibility Study The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Long-term park and ride lot locations 2. Cost estimates for land acquisition and development			
TO005-E Regional Information Center Operating Hours The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Phone Call Report 2. Customer Satisfaction Survey (Annually)	TO002-J Customer Feedback Management System The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Response volume 2. "Themes" or common comments					
TO005-F Park and Ride Leases The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables Determining park and ride lot locations, lead by municipal staff. Securing lease agreements with property owners. Installing signage, amenities, etc. needed for transit users.	TO002-R 1.0 FTE Paralegal The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Status of Hire					
	TO002-S 1.0 FTE Wake Transit Director The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Status of Hire					
	TO002-T 1.0 FTE Administrative Coordinator The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Status of Hire					
	TO002-U 0.4 FTE Performance Data Analyst The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference. Deliverables 1. Status of Hire					

GoTriangle General Operating - Bus Operations	GoTriangle General Operating - Transit Plan Administration	GoTriangle Tax District Administration	GoTriangle General Capital - Bus Infrastructure	GoTriangle General Capital - Bus Acquisition	GoTriangle General Capital - Capital Planning	GoTriangle Special
	<div><div>TO002-X 1.0 FTE Public Engagement Specialist</div><div>\$150,000</div><div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div><div>Deliverables</div><div><div>1. Status of Hire</div><div>2. Preparing advertising campaigns (at least quarterly).</div><div>3. Organizing community communication events (as needed).</div></div></div> <div><div>TO002-Y 1.0 FTE Project Manager Technology Integration</div><div>\$97,200</div><div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div><div>Deliverables</div><div><div>1. Project Manager for Regional Technology Integration is hired</div><div>2. Regional Technology Integration Study Kicks-Off</div><div>3. Regional Technology Integration Study Wraps Up</div></div></div> <div><div>TO002-Z Creative Design Contractor</div><div>\$80,000</div><div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div><div>Deliverables</div><div><div>1. Enter into contract with a creative design firm.</div><div>2. Production of the Annual Report.</div><div>3. Monthly production of outreach materials such as Factsheets, web graphics and signs.</div></div></div> <div><div>TO002-AA Paratransit Office Space Lease</div><div>\$127,959</div><div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div><div>Deliverables</div><div><div>1. Contract with a Real Estate agent to act as GoTriangle's representative in identifying possible locations that meets criteria for safe operation, accommodates space needs for personnel and maintenance operations, provides for effective fiscal operation of the paratransit operation and arrange meetings with the property owner.</div><div>2. Select a location that meets criteria for safe and cost effective operation of the service, negotiate terms of the contract, and seek final approval for the lease agreement.</div><div>3. Develop a timeline for move-in and start of the operation from the new facility</div></div></div> <div><div>TO002-AL Passenger Amenity Storage</div><div>\$10,000</div><div>The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.</div><div>Deliverables</div><div><div>1. Number of shelters, benches, and other transit-related amenities that are stored at the space</div><div>2. Cost savings realized by not having to lease or purchase additional space to store and fabricate benches and shelters</div></div></div>					

Wake County General Operating - Bus Operations**TO004-F Rural General Public Trip Funding****\$179,375**

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

1. Revenue hours
2. Unduplicated customers served
3. Trips
4. Passenger boardings per revenue hour
5. Operating cost per passenger boarding
6. Farebox Recovery
7. On-Time Performance

TO005-G1 Elderly and Disabled Trips Funding**\$70,000**

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

1. Revenue hours
2. Unduplicated customers served
3. Trips
4. Passenger boardings per revenue hour
5. Operating cost per passenger boarding
6. Farebox Recovery
7. On-Time Performance

TO005-G2 Wake County Transportation Call Center**\$33,905**

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

1. Calls Answered per CSR
2. Service Level
3. Average Queue Time

Wendell General Operating - Bus Operations

TO003-G ZWX Funding	\$4,200
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\$4,200

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

- ## 1. Ridership at Stop

Special**TO005-L Youth GoPass****\$230,000**

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

1. Youth Ridership (ages 13-18) - Totals & By Route - broken down by month
2. Number of Passes Provided by Transit Provider

Zebulon General Operating - Bus Operations**TO003-H ZWX Funding****\$5,654**

The Project description included in the FY2019 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.

Deliverables

1. Ridership at Stop
2. Maintenance Performed (quarterly)