

STATE OF NORTH CAROLINA

COUNTY OF WAKE

INTERLOCAL AGREEMENT

AMONG

CITY OF RALEIGH,

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY,

AND

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

FOR

THE PROCUREMENT OF A QUALIFIED FIRM TO PERFORM PLANNING

SERVICES FOR A MULTI-JURISDICTIONAL GROUP OF TRANSIT AGENCIES

AND TRANSPORTATION PLANNING ORGANIZATIONS

This Interlocal Agreement ("Agreement") is dated, made, and entered into this 1st day of March, 2017, by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION a/k/a CAMPO ("the "Lead Agency"), CITY OF RALEIGH, a North Carolina municipal corporation, ("Raleigh"), and RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY d/b/a GOTRIANGLE ("GoTriangle"), a regional public transportation authority created pursuant to N.C.G.S. Chapter 160A, Article 26, individually referred to as "Party" and collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the Lead Agency, Raleigh, and GoTriangle each have responsibilities for providing quality public transportation services for their respective populations; and

WHEREAS, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S. 160A-603 *et seq.* by concurrent resolution of Orange, Durham, and Wake Counties and duly incorporated as a body corporate and politic and vested with the general powers set forth in N.C.G.S. Chapter 160A Article 26; and

WHEREAS, City of Raleigh is a body politic and corporate vested with the corporate powers set forth in N.C.G.S. 153A-11; and

WHEREAS, CAMPO is the metropolitan planning organization for the N.C. Capital Area Metropolitan Planning Area established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the law of North Carolina pursuant to N.C.G.S. 136-200.1 with jurisdiction covering Wake County and portions of Granville, Franklin, Johnston and Harnett Counties; and

WHEREAS, the Parties enjoy the power and the authority to contract with private entities to provide services; and

WHEREAS, under N.C.G.S. Chapter 160A, Article 20, the Parties have authority to enter into this Agreement to procure joint professional services; and

WHEREAS, the Parties desire to solicit qualifications from firms able to provide comprehensive transportation planning analysis and studies to enable the implementation of the Wake County Transit Plan; and

WHEREAS, in order to fulfill this common mission, each of the Parties to this Agreement must agree on qualified firms to accomplish the requested scope of work; and

WHEREAS, in light of their physical proximity, close working relationship and common service interests, the Parties agree that the procurement of services could be more effectively and efficiently provided through an Interlocal Agreement and the assignment of certain responsibilities to one of the Parties on behalf of the other Parties;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Purpose of Agreement. This is an Interlocal Agreement pursuant to N.C.G.S. Chapter 160A, Article 20. The purpose of this Agreement is to define the responsibilities of the Parties for procuring, funding, and managing the professional services of one or more consultants to develop work products related to implementation of the Wake County Transit Plan or other transit-related studies of interest to the Parties. The scope of professional services is defined in Appendix A.

Section 2. Responsibilities of the Parties.

1. Solicitation Process
 - a. CAMPO will serve as the Lead Agency. The Lead Agency shall be responsible for the following:
 - i. Conferring with the other parties about material matters related to the procurement of the consultant(s) and contract(s).
 - ii. Administering the execution of the Request for Qualifications ("RFQ") for professional services. The Lead Agency shall, on behalf of all Parties to this Agreement, ensure that the procurement process, solicitation documents, and resulting contract conforms to

general principles of full and open competition and the statutes, regulations, and policies listed herein.

iii. Negotiating the contract(s) with the qualified firm or firms.

2. Each of the Parties shall be responsible for the following:

- a. Designating appropriate staff to serve on the professional services consultant selection team. The team members shall strive to reach a consensus concerning the selection of the consultant(s).
- b. Executing the contract with the firm(s) that is retained. (The Parties to this ILA shall be the Parties on the final contract. No other parties may be added without the consent of all Parties to this ILA.)

3. Annual Task Work Program and Task Order Development

- a. All parties to this ILA shall be involved in the development of the annual Task Work Program, which shall include all tasks for which task orders are anticipated to be issued for the respective fiscal year.
- b. For task orders related to the implementation of the Wake Transit Plan, All Parties shall jointly develop and agree on the Task Order Scope of Work, an Independent Cost Estimate ("ICE"), and the Project Manager, subject to the requirements of the Transit Planning Advisory Committee ("TPAC") when applicable in accordance with the "Transit Governance Interlocal Agreement Between Research Triangle Regional Public Transportation Authority, Capital Area Metropolitan Planning Organization, and Wake County" governing the TPAC. The Lead Agency shall solicit a proposal from the top-ranked firm(s) for completing the requested scope of work.
- c. For task orders initiated independently by one of the Parties, the initiating Party shall be responsible for developing the Task Order, ICE, and Project Management structure. The initiating Party is responsible for notifying the other Parties of their intent, prior to entering into a Task Order with a pre-qualified firm.

4. Task Order negotiation and execution.

- a. For task orders related to implementation of the Wake Transit Plan, the Lead Agency and Project Manager shall be responsible for negotiating the final scope and price with a pre-qualified firm. The other Parties will provide guidance to the Lead Agency and Project Manager for the negotiation of the final Task Order terms and price. Upon conclusion of successful negotiation of the Task Order Scope, Schedule, and Price, the Party of the Project Manager shall issue a written Notice-to-Proceed. The Project Manager shall be responsible for reviewing and approving invoices received from the firm(s).

- b. For task orders initiated independently by one of the Parties, the initiating Party shall individually negotiate the final scope and price of that Task Order with the firm. The initiating party shall manage the Firm(s)' work and review, approve and directly pay all invoices for that specific Task Order. The initiating Party is responsible for notifying the other Parties of its intent prior to soliciting a proposal from the firm.

Section 3. Method of Funding.

1. Parties shall jointly fund this project up to the amount set forth in the final project ordinance which will be executed concurrently with this ILA. The funding division among the Parties will also be set forth in the final budget ordinance.
2. If there is a change in the amount or sources of revenue, the project ordinance will be updated to reflect the new revenue source or any changed amounts, subject to approval by All Parties.
3. If one of the Parties desires to enter into a Task Order with the retained firm(s), and it is specifically for that Party's benefit, funds shall be paid directly by that Party to the firm.

Section 4. Notice.

1. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either electronically or by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows:

Capital Area Metropolitan Planning Organization (CAMPO):

Executive Director

421 Fayetteville Street, Suite 203

Raleigh, North Carolina 27601

Email: Chris.Lukasina@campo-nc.us

Research Triangle Regional Public Transportation Authority:

General Manager

GoTriangle

PO Box 13787

Research Triangle Park, NC 27709

Email: jmann@gotriangle.org

And with a copy to:

General Counsel

GOTRIANGLE

P.O. Box 13787

Research Triangle Park, NC 27709

Email: Sblake@gotriangle.org

City of Raleigh

David Eatman

P. O. Box 590

Raleigh, North Carolina 27602

Email: david.eatman@raleighnc.gov

2. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by any Party by notice given to the other Parties. Any notice or other communication under this Agreement shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 5. Miscellaneous.

1. Duration. This Agreement shall terminate on September 1, 2041. The governing body of each Party has determined that duration to be reasonable. A Party may withdraw at any time with a thirty (30) day written notice without affecting the validity of this Agreement for the remaining Parties. The Lead Agency may withdraw upon 30 days' notice to each Party that has not withdrawn. Upon such termination or withdrawal, all obligations that are still executory on both sides are discharged except for any right based on prior breach or performance which shall survive.
2. Appointment of Personnel. The CAMPO Executive Director shall designate persons to carry out its obligations under this Agreement. The City Manager of the City of Raleigh shall designate persons to carry out its obligations under this Agreement. The General Manager of GoTriangle shall designate persons to carry out its obligations under this Agreement.
3. Amendment and Termination. This Agreement may be amended, extended or terminated by written agreement of the Parties.

4. **Benefit of Agreement.** This Agreement is only for the benefit of the Parties hereto and not for any other person, firm, or corporation.
5. **Governing Law and Forum.** This Agreement shall be deemed made in Wake County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Wake County.
6. **Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 6. E-Verify Compliance. Each of the Parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this Agreement, it shall require that the contractors and their subcontractors comply with the requirements of N.C.G.S. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by applicable provisions of N.C.G.S. Chapters 153A and 160A.

Section 7. Ethics. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. §133-32, which prohibits the offer to, or acceptance by, any state or local employee of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

Section 8. Amendment. The Parties acknowledge that this Agreement may be amended with the express written consent of all Parties. Any amendments may include, but are not limited to, adding additional Parties to the Agreement or including the scope from additional RFQs.

Section 9. Iran Divestment Act. Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 Days.

- By execution of this Agreement the Consultant certifies that neither it nor its agents, contractors, consultants, or Subconsultants/contractors (i) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (ii) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and (iii) that the undersigned are authorized by the parties to make this Certification.

- During the term of this Agreement, should the Consultant receive information that a person is in violation of the Act as stated above, the Lead Agency will offer the person an opportunity to respond and the Parties will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

Section 10. Non Discrimination. To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

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

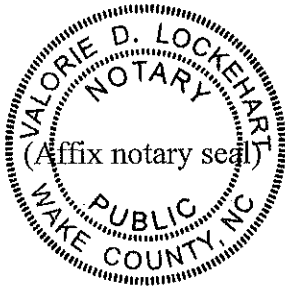
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

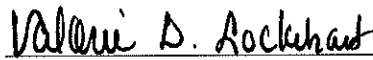
By: 
Chris Lukasina, Executive Director

State of North Carolina
County of Wake

I, Valorie D. Lockhart, 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 16th day of February, 2017.





Valorie D. Lockhart, Notary Public
My commission expires: February 17, 2021

This Agreement has been executed by the Parties by and through duly authorized representatives, all by Resolution of their governing board and spread across their minutes, as of the date first above written.

ATTEST:

CITY OF RALEIGH

Brian Smith
City Clerk

By: [Signature]

[Signature] City Manager

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

[Signature]
Finance Officer, City of Raleigh

Approved as to form and legal sufficiency:

FOR Cheryl Johnson Paralegal
City Attorney, Raleigh



CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION (CAMPO)

ATTEST:

By: Chris Lukasina

Chris Lukasina, Executive Director

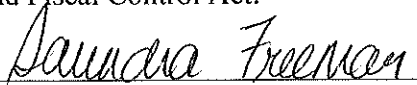
RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY

ATTEST:

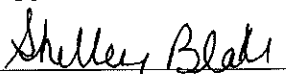
By: _____


General Manager

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


Chief Finance Officer, Research Triangle Regional Public
Transportation Authority

Approved as to form and legal sufficiency:


General Counsel of Research Triangle Regional Public Transportation Authority

Appendix A

Scope of Professional Services:

Planning Services

- Public transportation planning, including but not limited to the following: corridor studies, feasibility studies, development of short-range plans, financial planning (to include in-depth analysis of existing and projected future FTA funding for bus operations), blocking/runcutting, scheduling, Title VI analysis, ADA service planning, multi-modal coordination, etc.;
- Development of performance measures and standards for:
 - transit system asset management,
 - transit performance in both coverage and frequency bus routes and other transit -- service modes, and
 - the level of service provided for different transit service modes;
- Identification of transit improvements from the Wake County Transit Plan that may be made with existing resources (span of service, frequency, etc.);
- Determination and prioritization of potential co-existing local fixed bus routes and BRT within the final BRT corridors, as well as constructability assessments of projects;
- Determination of operational phasing for fixed bus routes and paratransit services and include budget projections;
- Perform current facilities inventory and needs projections, to include park-and-ride locations, bus stops amenities, bus garages and maintenance facilities, multimodal transit centers, etc.;
- Bicycle and pedestrian planning as it relates to their interface with public transportation and accessibility;
- Preparing and delivering presentations; and
- In-person presentations of final reports.

Environmental Review Services

- Initial site assessments and feasibility studies
- Environmental mitigation studies/reports
- Environmental review to support project planning and compliance with NEPA
- Permitting services

Technology Services

- Transit Intelligent Transportation System (ITS) Architecture strategic planning
- Planning and specification development for various Transit ITS system packages including, but not limited to:
 - o Fare Collection Management System
 - o Customer Information System
 - o Traffic Signal Priority System
 - o Transit Fleet Management
 - o Transit Security
- GIS/web mapping
- Graphic design, to include map creation, visualization services, posters, flyers, handouts, postcards, etc.
- Website development and administration

Public Outreach

- LEP Services
- Target audience identification
- Contact database development and processing
- Public involvement plan development and implementation
- Mailing and email address collection and processing
- Organizing and leading public workshops, meetings, and forums

- Preparing and distributing printed collateral
- Preparing website materials and social media blasts
- Managing and reporting public comments

The selected firm(s) must guarantee that all technicians performing work are licensed as appropriate and are legally able to perform related work as assigned.

Below are examples of potential planning services that may be needed over the next 3-5 years. Please note that some, but not all, of these services may be dependent on a successful referendum in November 2016.

1. Wake County Transit Work Plan, as defined in the Wake County Transit Governance ILA, which includes a multi-year operating program, multi-year capital improvement plan (CIP), annual operating and capital project budgets, annual tax district administration budget, annual updates of the Wake Transit Financial Plan and corresponding financial model assumptions, and capital and operating funding agreements;
2. Multi-year Wake County Service Implementation Plan and project prioritization policy, which may guide/inform annual Wake County Transit Work Plans;
3. Templates for financial and project status reporting;
4. Staffing model and expectations plan required for administration of the Wake County Transit Work Plan;
5. Program management policy and plan for the Community Funding Areas identified in the Wake County Transit Plan;
6. Multi-year vision plan, as defined in the Wake County Transit Governance ILA;
7. An articulated strategy for each Implementation Element (as defined in the ILA) or agreement, which shall include scope, geography, purpose and goals, processes for allowing amendments, and processes for addressing Significant Concerns (as defined in the ILA);

8. An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with the deliverables set forth in Section 3.03 a, b, d, f, g, and h of the Wake County Transit Governance ILA; and

9. A detailed five (5)-year transit services implementation plan for GoTriangle, GoRaleigh, and C-Tran (GoCary), elements of which may need to mirror services in the multi-year Wake County Service Implementation Plan.

10. Other tasks necessary for the planning and implementation of the Wake County Transit Plan.

ENCUMBERED

PROVISIONS FOR THE PAYMENT OF THE MONEYS
TO FALL DUE UNDER THIS AGREEMENT HAVE BEEN
MADE BY AN APPROPRIATION DULY MADE OR BY
BONDS OR NOTES DULY AUTHORIZED AS RE
QUIRED BY THE LOCAL GOVERNMENT ACT

Janice Copeland

CITY ACCOUNTANT

2-27-17

DATE

CODE N/A

\$ 0.00