

NORTH CAROLINA

**Regional Mobility Management
Implementation Study; FUNDING
AGREEMENT**

CITY OF RALEIGH

AND

TOWN OF CARY

AND

WAKE COUNTY

AND

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION (CAMPO)

DATE:

Total Funds

\$120,000

[City of RALEIGH Participation] \$10,000

[Town of CARY Participation] \$10,000

[WAKE County Participation] \$50,000

[CAMPO Participation] \$50,000

THIS AGREEMENT, is made and entered into on the last date executed below by and between the City of Raleigh; the Town of Cary; the County of Wake; and the Capital Area Metropolitan Planning Organization ("CAMPO").

These organizations are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the United States Congress mandated the establishment of Metropolitan Planning Organizations (MPOs) to encourage and promote the safe and efficient management and operation of surface transportation systems;

WHEREAS, MPOs established pursuant to 23 U.S.C. § 134 are recognized under the laws of North Carolina;

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

WHEREAS, the Parties have agreed to partner financially to fund and develop the Regional Mobility Management Implementation Study (the "Study");

WHEREAS, the Parties have agreed that CAMPO shall solicit and employ a professional consultant (the "Consultant") to perform the Study; and,

WHEREAS, the Parties will jointly participate in setting the work program, priorities and a performance evaluation of the consultant in completing the Study and have agreed to share in the cost of employing said consultant.

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

1. CAMPO shall solicit and engage a professional consultant who, in cooperation with the Parties, will research, draft, develop, and complete the Study. Parties will have the opportunity to provide final input prior to completion of the study.

2. The total cost for the Study will not exceed \$120,000. The Study will begin in FY 2022 and conclude in FY 2023. Period of Performance is upon agreement execution by all Parties and will end June 30, 2023.

- a. The City of Raleigh shall pay EIGHT percent (8%) of the cost to CAMPO for services associated with the Study. Such sums shall not, however, exceed a total of TEN THOUSAND DOLLARS (\$10,000).
- b. The Town of Cary shall pay EIGHT percent (8%) of the cost to CAMPO for services associated with the Study. Such sums shall not, however, exceed a total of TEN THOUSAND DOLLARS (\$10,000).
- c. The County of Wake shall pay FORTY-TWO percent (42%) of the cost to CAMPO for services associated with the Study. Such sums shall not, however, exceed a total of FIFTY THOUSAND DOLLARS (\$50,000).
- d. CAMPO (through the City of Raleigh) shall pay FORTY-TWO percent (42%) of the contract cost for the Study. Such sums shall not, however, a total of FIFTY THOUSAND DOLLARS (\$50,000).

3. All funding required to be provided to CAMPO per this Agreement shall be directed to Raleigh, as the Parties acknowledge that the City of Raleigh is lead planning agency, and therefore fiscal agent, for the MPO. Accordingly, all funds to be provided to CAMPO under terms of this Agreement shall be issued to Raleigh, and such funds shall be disbursed by Raleigh as directed by CAMPO.

4. The Parties agree that no Party shall have financial or other liability to any other Party under this **AGREEMENT**, other than payment of their respective shares of the costs of the Study.

5. The scope of services to be included in the Study, including its development and completion, shall be mutually agreed upon in writing by the Parties.

6. Upon its completion, the Study shall be distributed to the Parties in both hard copy and electronic versions, or as otherwise agreed to by the Parties.

7. In the solicitation and engagement of a Consultant, and in the performance of work on the Study, it is agreed as follows:

A. CAMPO shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

B. When procuring professional services, CAMPO shall adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104 and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts, and all other applicable laws and regulations.

8. CAMPO is solely responsible for the administration of all agreements, contracts, and work orders entered into or issued for this project. The City of Raleigh, Town of Cary, or Wake County shall not be held liable by CAMPO for any expenses or obligations incurred for the project except those specifically eligible for reimbursement as approved under the terms of this **AGREEMENT**.

9. Reimbursement to CAMPO shall be subject to the policies and procedures contained in Federal- Aid Policy Guide Part 140, Subpart G, and Federal-Aid Policy Guide Part 172, which is being incorporated into this **AGREEMENT** by reference. Said reimbursement shall be made as follows:

A. CAMPO shall pay when due all consultant's invoices until completion of the Study. CAMPO shall provide reimbursement billings/invoices to the Parties, apportioned according to their respective funding percentages. Such billings/invoices shall itemize eligible project costs, and be sent to the addresses below. Proper supporting documentation shall accompany each invoice. Billing will occur at the end of FY 2022 for City of Raleigh and Town of Cary and Wake County.

Billing Address:

City of Raleigh – 222 W. Hargett St, Raleigh, NC 27601

Town of Cary – PO Box 8005, Cary, NC 27512 attn: Transit

Wake County –4401 Bland Road, Raleigh NC 27609 attn: Transportation

B. The Parties shall pay CAMPO (according to their respective funding commitments) within 30 days following receipt of the reimbursement billings under A, above. In the event any Party finds any part of an invoice not to be acceptable, it shall identify to CAMPO the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable.

C. CAMPO agrees that it shall bear all costs of any item for which it is unable to substantiate actual reimbursable costs or any costs that have been deemed ineligible due to actions of CAMPO.

10. In the performance of all services and undertakings arising under this Agreement, CAMPO, its officers, employees, contractors, consultants, and agents, shall strictly adhere to the "Final Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements", commonly known as the "Supercircular", codified as Part 200 of Title 2, C.F.R, published by the U.S. Office of Management and Budget (OMB), and made effective as to all federal grants and agreements dated on or after December 26, 2014 (the Audit Requirements of the Supercircular being effective for all grant and agreement awards for fiscal years beginning on or after December 26, 2014). The above referenced procedures and requirements shall, without limitation, apply to selection of and securing professional services, administrative and reporting requirements, invoicing and reimbursement standards (2 CFR 200 Subpart C and D), cost principles (2 CFR 200 Subpart E and Appendix VII); and the requirement for performance of an independent, "Single Audit" (2 CFR 200 Subpart F).

Particular attention is called to the provisions of 2 C.F.R Part 1201, noting OMB-approved exceptions to Supercircular requirements applicable to FTA and DOT grant-funded projects and agreements relating thereto.

With respect to third parties, both public and private, performing duties or services contemplated under the above referenced grants and agreements, CAMPO will take all reasonable steps to ensure that such contracting parties adhere to the administrative and reporting requirements, invoicing and reimbursement standards, cost principles, audit requirements, and other standards and requirements of applicable State and Federal laws, including without limitation the incorporation of these provisions into the terms of all contracts and agreements with such third parties.

11. Failure on the part of any Party to comply with the provisions of this **AGREEMENT** will be grounds for termination.

12. CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this **AGREEMENT**. Further, CAMPO shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration under this **AGREEMENT**, for inspection and audit by the parties herein, the Department, the Federal Highway Administration, or any authorized representatives of the Federal Government.

13. To the extent authorized by law, CAMPO agrees to indemnify and hold harmless the City of Raleigh, the Town of Cary, and Wake County (the "Indemnified Parties") for any third party claims for payment, or damages of any nature, which may be asserted against the Indemnified Parties, arising from or in connection with this **AGREEMENT**.

14. CAMPO is prohibited from contracting with, or making sub-awards under transactions covered by this **AGREEMENT** to entities, with respect to which professional certifications, designations, licenses, or other legal pre-conditions to perform work on the Study have been revoked, allowed to lapse, or are otherwise not in effect ("suspended or disbarred entities"). Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards for \$25,000 or more, and all sub-recipients, must certify that the contracting entity and its principals are not suspended or debarred entities. CAMPO may rely upon the certification unless it knows that the certification is erroneous. CAMPO agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

15. All Parties hereby respectively confirm that the individuals executing the **AGREEMENT** are authorized to execute this **AGREEMENT** and to bind the respective entities to the terms contained herein.

16. This **AGREEMENT** shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the values and purposes sought to be set forth herein.

17. By Executive Order 24, issued by Governor Perdue, and NCGS § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

18. E – Verify. The parties herein have complied with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, CAMPO agrees that the Consultant and any subcontractor employed by Consultant shall comply with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

19. All matters relating to this **AGREEMENT** shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

20. This **AGREEMENT** represents the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements. This **AGREEMENT** may be amended only by written agreement of the parties executed by their authorized representatives.

21. Companies Boycotting Israel Divestment Act Certification: The Parties herein certify that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

22. Iran Divestment Act Certification: All parties, 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. Nothing in this **AGREEMENT** shall be construed to mandate purchase of insurance by Cary, Raleigh or Wake County pursuant to N.C.G.S. 160A-485 or to in any way waive Cary's, Raleigh's or Wake County's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Cary, Raleigh or Wake County 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.

24. No party shall discriminate on any prohibited basis.

25. Electronic Version of Agreement. Cary, Raleigh and Wake County 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.

26. There are no third party beneficiaries to **AGREEMENT**.

27. Electronic Signatures. All Parties acknowledge and agree that the electronic signature application DocuSign may be used to execute this **AGREEMENT** and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the Parties consent to be legally bound by the terms and conditions of this **AGREEMENT** and that such act constitutes their signature as if actually signed by them in writing. The Parties also agree that no certification authority or other third-party verification is necessary to validate their electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of their electronic signature. The Parties acknowledge and agree that delivery of a copy of this **AGREEMENT** or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

28. Payment of compensation specified in this agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the Parties for the purpose set forth in this agreement.

(Remainder of this page left intentionally blank)

CAMPO

By: _____
Chris Lukasina, Executive Director Date

ATTEST By: _____
Date

CITY OF RALEIGH

By: Marshall Hansen
City Manager or Authorized Designee Date

ATTEST By: Gail Smith 5-20-21
Date



Town of Cary

By: : _____
Danna Widmar, Director of Special Projects Date

ATTEST By: _____
Date

Wake County

By: : _____
Annemarie Maiorano, Deputy HS Director/Operations Date

ATTEST By: _____
Date

TOWN OF CARY

By: Danna Widmar 5.12.2021
Danna Widmar, Director of Special Projects Date

ATTEST By: Shawn A Mills 5.12.2021
Date

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

Shawn Mills 5-12-2021
Deputy Finance Officer Date

Wake County

By: David Ellis
Print Name: DAVID ELLIS
Title: Wake County Manager or Designee
Date: 7/27/2021

ACKNOWLEDGEMENT BY WAKE COUNTY

STATE OF: NORTH CAROLINA
COUNTY OF: WAKE

I, ANTOINETTE H. WOMACK, a Notary Public for said County and State, do hereby certify that David Ellis, with whom I am acquainted, personally appeared before me on JULY 27 2021, who, being by me duly sworn, says that (s)he is an authorized Officer of Wake County, the organization described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the Board of Commissioners of said organization, and that said instrument is the act and deed of said organization.

I am duly sworn and official seal, this day of JULY 27 2021.
Notary Public Signature: Antoinette H. Womack



My Commission Expires: 09/10/2025

ADDITIONAL SIGNATURES REQUIRED BY WAKE COUNTY:

DocuSigned by:
By: Nannette M. Bowler, JD
Nannette M. Bowler, JD
Wake County Human Services Director
Date: 6/10/2021

The person responsible for monitoring Wake County's contract performance requirements is Anita Davis-Haywood.
MBJ Department Head Initials

DocuSigned by:
By: Annemarie Maiorano
Annemarie Maiorano, AICP
Deputy Director
Wake County Human Services
Date: 6/10/2021

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

DocuSigned by:
David Ellis
Wake County Finance Officer

CAMPO

By: 
Chris Lukasina, Executive Director

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

STATE OF:

COUNTY OF:

I, SARA L AKIMOTO a Notary Public for said County and State,
do hereby certify that CHRIS LUKASINA, with whom I am acquainted,
personally appeared before me on AUGUST 9 2021, who, being by me duly sworn, says
that (s)he is an authorized Officer of CAMPO the
organization described in and which executed the foregoing instrument; that (s)he knows the name of
the organization and that the said Officer subscribed her/his name thereto, having the authority of the
Board of Directors of said organization, and that said instrument is the act and deed of said
organization.

Witness my hand and official seal, this day of AUGUST 9 2021.

Notary Public Signature
(SEAL)

