

**INTERLOCAL AGREEMENT FOR MPO REGIONAL MULTI-MODAL SAFETY ACTION
PLAN BETWEEN THE**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and the

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

THIS INTERLOCAL AGREEMENT, is made and entered into on the last date executed below by and between the North Carolina Department of Transportation, an Agency of the State of North Carolina, hereinafter referred to as the (“Department”), and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization, (“CAMPO”) (collectively, the “Parties”).

BACKGROUND AND RECITALS:

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

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

23 U.S.C. § 134 (a) (1)

WHEREAS, CAMPO has been established and exists under the authority and mandate of Article 16 of Chapter 136 of the North Carolina General Statutes; and

WHEREAS, pursuant to the above referenced federal and State laws, CAMPO has the authority and responsibility for development of multi-modal transportation plans (including plans for pedestrian and pedestrian transportation facilities); and

WHEREAS, CAMPO will enter into a contract with (CAMPO WILL HIRE A CONSULTANT), in partnership with the North Carolina Department of Transportation, to create a MPO Regional Multi-Modal Safety Action Plan (or the “Plan”). The Plan will better inform the safety-related performance metrics for the MPO, as well as to evaluate available safety data to determine priority areas for safety-improvement projects across multiple modes of travel in the region; and

WHEREAS, the MPO Regional Multi-Modal Safety Action Plan contract will be entered into for FY 24 and FY 25 and submitted in final form to the North Carolina Department of Transportation and CAMPO; and

WHEREAS, the MPO Regional Multi-Modal Safety Action Plan will meet the criteria for the IJJA’s Safe Streets for All program and Increasing Safe and Accessible Transportation Options planning criteria, thus allowing member agencies to apply for additional implementation funding through that program; and

WHEREAS, the North Carolina Department of Transportation and CAMPO have made funding commitments to the Plan, and they desire to formally acknowledge their respective funding commitments and assignment of coordination and implementation responsibility to CAMPO.

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

I. BACKGROUND AND PURPOSE.

The Parties acknowledge their mutual support for continued planning, project management, and related work in the creation and implementation of the MPO Regional Multi-Modal Safety Action Plan. To this end, the parties desire to affirm their respective financial and other commitments to the Study, and to agree upon responsibility for further planning, coordination, and management activities.

II. PROJECT FEASIBILITY AND IMPLEMENTATION STUDY

The Parties acknowledge and agree that the MPO Regional Multi-Modal Safety Action Plan contract entered into between (CAMPO WILL HIRE A CONSULTANT); and CAMPO should include the work elements set forth below and, further, shall serve as a guide for implementing the strategies included in the Plan.

The proposed contract for the Study, including the scope of work contained therein is hereby incorporated into the terms of this Agreement, as Exhibit 1, attached. As set forth in the contract for the Study, the Consultant's fee for the Study shall be the sum of five hundred, thirty-three thousand, seven-hundred, forty-eight dollars (\$533,748.45). Pursuant to terms of the contract, this cost shall cover 100% of the Study's elements, including the following:

- Project management, meetings, presentations
- Obtain an inventory and analysis of existing conditions and historical trends.
- Development of Goals, Objectives, and Policies within the Regional Multi-Modal Safety Action Plan that align with State Safety Plans.
- Develop a CAMPO Crash Reduction Strategy in order to reach regional safety targets and crash reduction goals.
- Regular coordination between CAMPO and the SS4A Planning Grant recipients in the region
- Robust Public Outreach and Engagement Strategy
- Documentation

The Plan is summarized, and costs broken down according to category in Exhibit 1.

III. CAMPO AS LEAD AGENCY FOR PROJECT PLANNING AND COORDINATION

The North Carolina Department of Transportation and CAMPO acknowledge and agree that, due to the regional nature of the Project, and considering CAMPO's experience in regional transportation planning, CAMPO should be the entity to coordinate and lead further work in planning, coordination, and implementation of the Project. CAMPO acknowledges and agrees that, subject to approval by the CAMPO Executive Board, it is willing to serve as the lead agency for the planning, oversight, coordination, and implementation of the Project, generally in accord with the Project Study.

IV. FINANCIAL PROJECT COMMITMENTS BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

In recognition of the \$533,748.45 Plan cost, the North Carolina Department of Transportation and CAMPO are willing to make the following funding commitments in support of planning costs identified in the Study as follows:

- As approved by formal action of the North Carolina Board of Transportation, agreed to commit the sum of two hundred, fifty thousand dollars (\$250,000.00) to defray the costs of the Plan contract.

- As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of two hundred, eighty-three thousand, and seven hundred, fifty dollars (\$283,750.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE MPO REGIONAL MULTI-MODAL SAFETY ACTION PLAN INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the MPO Regional Multi-Modal Safety Action Plan has been incorporated into CAMPO's adopted *FY24* Unified Planning Work Program ("UPWP"). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the MPO Regional Multi-Modal Safety Action Plan.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the North Carolina Department of Transportation regarding the MPO Regional Multi-Modal Safety Action Plan, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof.

For purposes of such communications, including notices to be given under terms of the Agreement, the parties have designated the following contact persons and/or entities:

FOR CAMPO:

Kenneth Withrow
Senior Transportation Planner
One Main St. Fenton, Suite 201
Cary, NC 27511

FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

Brian Murphy
Traffic Safety Systems Engineer
750 N. Greenfield Parkway
Garner, NC 27529

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between the parties and (CAMPO WILL HIRE A CONSULTANT), it is acknowledged and agreed as follows:

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

B. CAMPO will take appropriate steps to ensure that, with respect to the Study contract and performance of all work associated therewith, 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, will be adhered to. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

C. CAMPO is responsible for the administration of all agreements, contracts, and work orders entered into or issued for this Project.

D. CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs and financial obligations 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 vouchers for services or other expenses incurred by CAMPO in fulfillment of the Project. All funds received by CAMPO for, and to be applied to costs of, the Project shall be maintained in a designated Project fund balance. All such funds will be held and managed in accordance with the budgeting, fiscal control, and accounting standards applicable to units of local government in the State, including compliance with requirements for annual, or more frequent, audits.

VIII. FUNDING PROCEDURES

A. CAMPO shall bill the North Carolina Department of Transportation quarterly for eligible project costs by submitting an itemized invoice to the NORTH CAROLINA DEPARTMENT OF

TRANSPORTATION (1561 Mail Service Center Raleigh, NC 27699-1561). Proper supporting documentation shall accompany each invoice as may be required by the North Carolina Department of Transportation.

B. The North Carolina Department of Transportation shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by CAMPO.

IX. TERM OF AGREEMENT; AMENDMENT; APPOINTMENT OF PERSONNEL

A. Term. This Agreement shall be effective as of the date it is duly executed by all the Parties. Unless terminated sooner, it shall expire on June 30, 2025, or at the conclusion of the MPO Regional Multi-Modal Safety Action Plan, whichever is earlier. This Agreement may be terminated by any party after such notice is given, upon six months' notice given in writing prior to the start of the fiscal year in which termination is effective. Notwithstanding the termination date heretofore established, if the jurisdictions have not indicated their intent to terminate this Agreement, this Agreement shall continue after the termination date indicated above unless any Party indicates in writing, through its respective duly authorized officer, that the Agreement is terminated.

B. Amendments. This AGREEMENT may be amended from time to time upon mutual consent of the respective governing bodies of the Parties expressed in writing.

C. Appointment of Personnel. It is agreed that the duly authorized officer executing this Agreement on behalf of his or her respective Party, shall designate persons to carry out the respective Party's obligations under this Agreement.

X. MISCELLANEOUS

A. Available Funds Condition. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement, and the Agreement shall automatically terminate if funds cease to be available.

B. Acknowledgment of Authority. All Parties hereby respectively confirm that the individuals executing the Agreement are authorized to execute this Agreement and to bind the respective entities to the terms contained herein. All Parties confirm they have read this Agreement, conferred with counsel, and fully understand its contents.

C. Merger and Severability. This Agreement supersedes any and all prior agreements or understandings, oral or written, among the Parties, and shall comprise the whole agreement regarding any agreements or undertakings with respect to the subject matters addressed hereunder. In the event any provision hereof shall be adjudicated to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and this Agreement is accordingly declared to be Severable.

D. Governing Law. This Agreement shall be interpreted under the laws of the State of North Carolina, with venue in Wake County, resolving any ambiguities and questions regarding the validity of specific provisions, so as to give maximum effect to the values and purposes sought to be set forth herein.

E. 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, to the best of the parties' knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

F. IRAN DIVESTMENT ACT CERTIFICATION. The parties herein certify that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, the parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

CAMPO

By: _____
Chris Lukasina, Executive Director

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

STATE OF:

COUNTY OF:

I, _____ a Notary Public for said County and State,
do hereby certify that _____, with whom I am acquainted,
personally appeared before me on _____ 2023, who, being by me duly sworn, says
that (s)he is an authorized Officer of _____ the
organization described in and which executed the foregoing instrument; that (s)he knows the name of
the organization and that the said Officer subscribed her/his name thereto, having the authority of the
Board of Directors of said organization, and that said instrument is the act and deed of said organization.
Witness my hand and official seal, this day of _____ 2023.

Notary Public Signature
(SEAL)

My Commission Expires:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)