

STATE OF NORTH CAROLINA

COUNTY OF WAKE

MEMORANDUM OF UNDERSTANDING

AMONG

CITY OF RALEIGH,

TOWN OF CARY,

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION,

AND

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY,

FOR

**THE PROCUREMENT OF QUALIFIED FIRMS TO PERFORM CERTAIN
PLANNING, ENGINEERING, MANAGEMENT, AND FINANCIAL SERVICES FOR A
MULTI-JURISDICTIONAL GROUP OF TRANSIT AGENCIES AND
TRANSPORTATION PLANNING ORGANIZATIONS**

This Memorandum of Understanding (“MOU”) is dated, made, and entered into this ____ day of _____, 2022, by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION a/k/a CAMPO (“Lead Agency”); CITY OF RALEIGH, a North Carolina municipal corporation, (“Raleigh”); TOWN OF CARY, a North Carolina municipal corporation, (“Cary”); 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. CAMPO (Lead Agency), Raleigh, Cary, and GoTriangle are collectively referred to herein as “Parties.”

WITNESSETH:

WHEREAS, the Lead Agency, Raleigh, Cary, and GoTriangle each have responsibilities for providing quality public transportation services for their respective populations and service areas; 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. 160A-11; and

WHEREAS, Town of Cary is a body politic and corporate vested with the corporate powers set forth in N.C.G.S. 160A-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 laws 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 MOU to procure joint professional services; and

WHEREAS, the Parties desire to solicit qualifications from firms able to provide a variety of transit planning, engineering, program/project management, technology, and financial services to enable the continued implementation of the Wake County Transit Plan; and

WHEREAS, in order to fulfill this common mission, each of the Parties to this MOU 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 MOU 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 MOU and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Purpose of MOU. The purpose of this MOU is to define the responsibilities of the Parties for procuring and managing the professional services of one or more consultants or individuals to develop work products related to the continued implementation of the Wake County Transit Plan or other transit-related studies of interest to the Parties. A potential scope of professional services that the Parties intend to cover through a joint procurement of professional services is provided in **Appendix A**.

Section 2. Responsibilities of the Parties

A. Solicitation and Vendor Contracting Process

1. CAMPO will serve as the Lead Agency. The Lead Agency shall be responsible for the following:
 - a. Developing a scope of services summary and a Request for Qualifications (“RFQ”) solicitation document for professional services that solicits statements of qualifications (“SOQs”) from qualified firms to perform the applicable services. It is anticipated that throughout the term of this MOU, CAMPO will initiate up to two (2) separate RFQ processes that will each cover an approximate period of five (5) years.
 - b. For each RFQ, conferring with the other Parties on the development of the scope of services summary and the RFQ with a goal of achieving concurrence from the other Parties on the RFQ document.
 - c. Conferring with the other Parties about material matters related to the procurement of qualified consultant(s) or individual(s).
 - d. Administering the execution of each RFQ for professional services, including its public release, holding any pre-qualifications meetings, collection of SOQs, reviews of SOQs for completeness and compliance with RFQ requirements, and distribution of SOQs to the Parties for review and evaluation.
 - e. Complying with all applicable procurement and solicitation requirements of federal and state law and regulations, including the requirements of the Federal Transit Administration.
2. Raleigh, Cary, and GoTriangle shall be responsible for the providing input to the Lead Agency in its development of a scope of services summary and RFQ solicitation document for professional services that solicits SOQs from qualified firms to perform applicable services.
3. Each of the Parties shall be responsible for the following:
 - a. Reviewing and evaluating SOQs submitted in response to the applicable RFQs and providing an appropriate level of input on qualifications of competing firms or individuals necessary to make selections of firms or individuals.
 - b. Designating appropriate staff to serve on a professional services consultant selection team. The team members shall strive to reach a consensus concerning the selection of the consultant(s) or individual(s) to perform the scope of work. If consensus cannot be reached, the selection of consultant(s) or individual(s) to perform the scope of services shall be based on a majority vote of the Parties. In the event a vote results in a tie,

the Lead Agency shall break the tie to determine the consultant(s) or individual(s) to perform the scope of services.

B. Annual Task Work Program and Task Order Development

1. The Lead Agency, in consultation with the other Parties to this MOU, shall develop an annual Task Work Program, which shall include all tasks for which task orders are anticipated to be issued using the selected consultant(s) or individuals for each respective fiscal year the consultant/individual selection list is active. The annual Task Work Program shall be developed and finalized by May 31st of each fiscal year that precedes the fiscal year to be covered by the Task Work Program.
2. Throughout the life of each procurement for on-call professional services resulting from the solicitation and selection process covered by this MOU, each Party shall independently initiate any task orders to be completed by the selected consultant(s) or individual(s). The initiating Party shall be responsible for developing the scope of work, assigning a project manager, developing independent cost estimates, and negotiating contracts with selected consultants or individuals for each task order individually. The initiating Party shall also be individually responsible for managing the work of contracted consultant(s) or individual(s) and reviewing and approving invoices for any services performed.
3. The initiating Party is responsible for notifying the other Parties of its intent to contract with selected consultants or prior to deploying a task order and entering into a corresponding contract with a pre-qualified firm.

Section 3. Method of Funding

- A. If any Party to this MOU desires to deploy a task order with a firm or individual selected through the solicitation process covered by this MOU, funds shall be paid directly by that Party to the respective selected firm or individual.
- B. Each Party is responsible for securing and managing its own funds that will be used to support work that is performed by any firm or individual.

Section 4. Notice

- A. All notices and other communications required or permitted by this MOU 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, NC 27601
Email: Chris.Lukasina@campo-nc.us

Research Triangle Regional Public Transportation Authority:
Chief Executive Officer
GoTriangle
PO Box 13787
Research Triangle Park, NC 27709
Email: clattuca@gotriangle.org

And with a copy to:
General Counsel
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709
bsmith@gotriangle.org

City of Raleigh
Assistant Transportation Director - Transit
P.O. Box 590
Raleigh, NC 27602
David.Eatman@raleighnc.gov

Town of Cary
Transit Administrator
316 N. Academy Street
Cary, NC 27513
Kelly.Blazey@townofcary.org

And with a copy to:

Town of Cary

Town Attorney

316 N. Academy Street

Cary, NC 27513

Lisa.Glover@townofcary.org

- B. Change of Address. Date Notice Deemed Given. A change of physical address, email 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 MOU 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

- A. Duration. This MOU shall terminate on July 31, 2031. A Party may withdraw at any time with a thirty (30)-day written notice without affecting the validity of this MOU 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.
- B. Appointment of Personnel. The CAMPO Executive Director shall designate persons to carry out its obligations under this MOU. The City Manager of the City of Raleigh shall designate persons to carry out its obligations under this MOU. The Town Manager of the Town of Cary shall designate persons to carry out its obligations under this MOU. The Chief Executive Officer of GoTriangle shall designate persons to carry out its obligations under this MOU.
- C. Amendment and Termination. This MOU may be amended, extended or terminated by written agreement of the Parties.
- D. Benefit of Agreement. This MOU is only for the benefit of the Parties hereto and not for any other person, firm, or corporation.
- E. Governing Law and Forum. This MOU shall be deemed made in Wake County, North Carolina. This MOU shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this MOU shall be the North Carolina General Court of Justice, in Wake County.
- F. Severability. If any provision of this MOU shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this MOU.
- G. Counterparts. This MOU 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 MOU, 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 MOU 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 MOU or including the scope from additional RFQs.

Section 9. Electronic Version of Contract. The Parties may convert a signed original of the MOU 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 MOU shall be deemed for all purposes to be an original signed MOU.

Section 10. No Waiver of Immunity. Nothing in this MOU shall be construed to mandate purchase of insurance by any of the Parties pursuant to N.C.G.S. 160A-485 or to in any way waive any Party'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 any Party shall be subject to any personal liability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this MOU 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.

Section 11. Electronic Signatures. Lead Agency, Raleigh, Cary, and GoTriangle acknowledge and agree that the electronic signature application DocuSign may be used to execute this MOU 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, Lead Agency, Raleigh, Cary, and GoTriangle consent to be legally bound by the terms and conditions of this MOU and that such act constitutes Lead Agency's, Raleigh's, Cary's, and GoTriangle's signatures as if actually signed by each party in writing. Lead Agency, Raleigh, Cary, and GoTriangle also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. Lead Agency, Raleigh, Cary, and GoTriangle acknowledge and agree that delivery of a copy of this MOU 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.

ATTEST:

CITY OF RALEIGH

City Clerk

By: _____
_____ City Manager

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

Finance Officer, City of Raleigh

Approved as to form and legal sufficiency:

City Attorney, Raleigh

ATTEST:

TOWN OF CARY

Town Clerk

By: _____
_____ Town Manager

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

Deputy Finance Officer, Town of Cary

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION (CAMPO)

ATTEST:

By: _____
Chris Lukasina, Executive Director

RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY

ATTEST:

By: _____
Chief Executive Officer

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

Below are examples of illustrative/potential services that may be needed by the joint procurement parties over the next 3-5 years:

Planning Services

- Public transportation planning, including but not limited to the following: corridor studies, feasibility studies, high-capacity transit investment alternatives analyses, development of short- and long-range transit service and infrastructure plans, blocking/runcutting, scheduling, Title VI analysis, Americans with Disabilities Act (ADA) service planning, multi-modal coordination, etc.;
- Transit-supportive land use planning and development coordination, which may include but would not be limited to:
 - Station area land use plans,
 - Land use planning elements of corridor studies,
 - Development of transit-supportive land use implementation tools, such as zoning and development codes,
 - Land development-specific negotiations and coordination,
 - Development and negotiation of public-private partnerships,
 - Affordable housing policy development and planning;
- Multi-modal coordination planning to account for transit's intersection with other transportation modes;
- Site selection and site planning for transit facilities;
- Development of performance standards, guidelines, measures, and targets for transit services, investment in supporting capital assets, and ongoing asset management;
- Analysis and development of program- and project-level policies to support the integrity and necessary program control for countywide plan implementation;
- Assistance with grant funding applications for transit projects that are at the planning stage;
- Embedded staff to support agency transit planning activities;
- Financial planning that is ancillary to and supports transit planning activities;
- Public/community engagement that is ancillary to and supports transit planning activities;
- Preparing and delivering presentations that are ancillary to and support transit planning activities; and
- Production of reports, memos, etc. that are ancillary to and support transit planning activities.

Engineering/Environmental/Land Acquisition Services

- Development of preliminary and final designs for transit facilities/infrastructure;
- Management, including change management, for design processes;
- Development and finalization of construction documents for transit facilities/infrastructure;
- Quality control reviews of design plans, construction documents, and construction processes;
- Cost estimation, value engineering services, and facilitation of value engineering processes;
- Land surveying;
- Geotechnical investigations;
- Environmental site assessments and environmental constraints and remediation planning;
- Permitting services (e.g., permits from local governments and federal and state agencies);
- Environmental mitigation studies/reports;
- Environmental analysis and documentation to support project planning and compliance with the National Environmental Policy Act (NEPA);
- Public/community engagement that is ancillary to and supports transit facility/infrastructure design and environmental analysis, review, and documentation activities;
- Land and right-of-way acquisition negotiation, brokerage, and transaction support services;
- Assistance with grant applications for transit projects that are at the design stage;
- Embedded staff to support agency transit design/engineering, environmental, and land/right-of-way acquisition activities;
- Preparing and delivering presentations that are ancillary to and support transit facilities/infrastructure design, environmental, and land acquisition activities; and
- Production of reports, memos, plan sets, construction specifications, etc. that are ancillary to and support transit facilities/infrastructure design, environmental, and land acquisition activities.

Technology Services

- Creation of web mapping applications and interfaces for public users;
- Website development and administration;
- Transit Intelligent Transportation System (ITS) architecture strategic planning;
- Technology integration and deployment planning;
- Development and integration of trip hailing technology;
- Planning and specification development for various Transit ITS system packages including, but not limited to:
 - o Fare Collection Management Systems
 - o Customer Information Systems

- o Traffic Signal Priority Systems
 - o Transit Fleet Management Systems
 - o Transit Security Systems
- Digital visualization services to include graphic design, map creation, videos, recorded presentations, etc.
- Public/community engagement that is ancillary to and supports technology development, deployment, and integration activities;
- Embedded staff to support agency technology development, deployment, and integration activities;
- Preparing and delivering presentations that are ancillary to and support technology development, deployment, and integration activities; and
- Production of reports, memos, specifications documents, etc. that are ancillary to and support technology development, deployment, and integration activities.

Program and Project Oversight/Management Services

- Project and program management oversight services;
- Project and program management services for planning, design, and construction of transit facilities/infrastructure;
- Project risk management planning;
- Independent value engineering and value engineering process management;
- Programmatic compliance services;
- Grants planning, development, and management services;
- Master scheduling for projects and programs of projects;
- Development of project delivery and contracting strategies;
- Embedded staff to support agency project and program management and oversight activities;
- Preparing and delivering presentations that are ancillary to and support agency project and program management and oversight activities; and
- Production of reports, memos, specifications documents, etc. that are ancillary to and support agency project and program management and oversight activities.

Financial Services

- Financial planning, advising, and modeling for projects and programs of projects;
- Financial monitoring and audits;
- Development of financial strategies and development and evaluation of financial scenarios; and
- Debt planning, issuance, and management consulting services.