

**WAKE COUNTY TRANSIT PLAN  
INTERLOCAL AGREEMENT**

**BETWEEN THE**

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY  
D/B/A GOTRIANGLE (GoTriangle)**

**and the**

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

**FOR**

**COST-SHARING OF BASELINE POLICY PROJECT**

**THIS INTERLOCAL AGREEMENT**, (“Agreement”) is made and entered into on the last date executed below by and between the Research Triangle Regional Public Transportation Authority, (“GoTriangle”) and the Capital Area Metropolitan Planning Organization, (“CAMPO”) (collectively, the “Parties”).

**BACKGROUND AND RECITALS:**

**WHEREAS**, CAMPO has been established and exists under the authority and mandate of 23 U.S.C. 134 et seq. and Article 16 of Chapter 136 of the North Carolina General Statutes; and

**WHEREAS**, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S. 160A-603 et seq. and

**WHEREAS**, the Parties, along with Wake County, are parties to the Transit Governance Interlocal Agreement, in furtherance of the Wake County Transit Plan; and

**WHEREAS**, the Parties, pursuant to the authority of N.C.G.S. 130-461 et seq. are authorized to enter into this Agreement; and

**WHEREAS**, CAMPO desires to contract with a qualified consultant (“Consultant”) to perform work that will result in the development of a Wake Transit Baseline Policy, to serve as a guide for Wake Transit decision-making (the “Project”). The Project will provide recommendations for updates to the policy, process, and documentation of baseline revenue assessment by the Wake County Transit Plan Partners. The Project will involve conducting a gap analysis, interviewing agency staff, and developing

recommended policy and documentation updates for baseline revenue assessment, and will be considered by the Wake Transit Planning Advisory Committee (TPAC), to forward to the Wake Transit Governing Boards for approval; and

**WHEREAS**, the Consultant's contract ("Contract") will be entered into for FY 24 and submitted in final form to CAMPO and GoTriangle; and

**WHEREAS**, CAMPO and GoTriangle have made funding commitments to the hiring of a Consultant for the development of a Baseline Policy, 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 obtaining consultant services to work toward development of a sustainable policy of baseline funding that can be used consistently by the participants of the Wake County Transit Plan.

## **II. CONTRACT, SCOPE OF WORK AND FEE.**

CAMPO has identified Cambridge Systematics, Inc. as qualified Consultant for this Project and desires to contract with the Consultant as follows.

The Contract for the Project, including the scope of work contained therein, is hereby incorporated into the terms of this Agreement, as Exhibit 1, attached. The Consultant's fee for the Project shall be a not-to-exceed total amount of sixty thousand dollars (\$60,000.00). This cost shall cover 100% of the Project's elements, including the following:

- Project management and coordination
- Gap analysis
- Interviews with agency staff
- Recommendations

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

## **III. CAMPO AS LEAD AGENCY FOR PROJECT PLANNING AND COORDINATION.**

CAMPO and GoTriangle acknowledge and agree that CAMPO should be the entity to coordinate and manage the Consultant on 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 Contract management and Consultant guidance, closely coordinating with GoTriangle on scope elements.

#### **IV. FINANCIAL PROJECT COMMITMENTS BY THE PARTIES.**

GoTriangle and CAMPO are willing to make the following funding commitments in support of the Contract as follows:

- As approved by formal action of its Board of Trustees, GoTriangle agrees to commit the sum of thirty thousand dollars (\$30,000.00) to contribute to the costs of the Contract.

-As approved by formal action of its Executive Board, CAMPO agrees to commit the sum of thirty thousand dollars (\$30,000.00) to contribute to the costs of the Contract.

#### **VI. COMMUNICATIONS; CONTACTS.**

CAMPO will regularly communicate with GoTriangle regarding the Project, including any subcontracts entered into, progress made, and work performed on the specific Project scope elements enumerated in Article II hereof.

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

FOR CAMPO:

Ben Howell  
Wake Transit Program Manager  
One Main St. Fenton, Suite 201  
Cary, NC 27511

FOR GOTRIANGLE:

Michelle Peele  
Wake Transit Program Coordinator  
GoTriangle  
4600 Emperor Boulevard  
Durham, NC 27703

#### **VII. RESPONSIBILITIES OF CAMPO.**

A. CAMPO has obtained a qualified firm as the Contractor through an equitable selection process, so that the prescribed scope of 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 Project's 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](http://www.fhwa.dot.gov/legregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

C. CAMPO is responsible for the administration of the Contract and all agreements, subcontracts, 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 GoTriangle at the conclusion of the Project for eligible Project costs by submitting a final, itemized invoice to GoTriangle ([invoice@gotriangle.org](mailto:invoice@gotriangle.org)). Proper supporting documentation shall accompany the invoice as may be required by GoTriangle. Billing will occur at the end of the Project and no later than the end of FY 2024.

B. GoTriangle shall reimburse CAMPO for the final, itemized and acceptable invoice within thirty (30) days of receipt of invoice.

#### **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, 2024, or at the conclusion of the Project, including payment of final invoices, whichever is earlier.

B. Amendments. This Agreement may be amended from time to time upon the signed consent of the respective governing bodies of the Parties through a written amendment.

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

\_\_\_\_\_  
Attestation

**GOTRIANGLE**

By: \_\_\_\_\_  
Charles E. Lattuca  
President & CEO

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

Reviewed and approved as to legal form.

\_\_\_\_\_  
Saundra Freeman, CFO and Director of Administrative Services

\_\_\_\_\_  
T. Byron Smith, General Counsel

**EXHIBIT 1 (Attachment)**

## Scope of Work

### Wake County Transit Plan On-Call Project Management Technical Assistance

#### Baseline Revenue Assessment

The scope of this project is to provide recommendations for updates to the policy, process, and documentation of baseline revenue assessment by Wake County Transit Plan partners. The project will involve conducting a gap analysis, interviewing agency staff, and developing recommended policy and documentation updates for baseline revenue assessment. The project will also include engagement with an established baseline revenue assessment workgroup and presentations to the Wake County Transit Planning Advisory Committee (TPAC). This priority project is anticipated to be complete within a 14-week period of performance. *Changes to the schedule or scope may be subject to discussion and an updated scope of work.*

#### Task 1: Project Management and Coordination

The Consultant will coordinate, communicate, and track progress throughout the Baseline Revenue Assessment policy and documentation update effort, assuming a 14-week schedule. Project coordination will include bi-weekly project update meetings with the agency project leads (anticipated as virtual meetings). Regular ongoing communication will include emails and phone calls as needed to address any questions and information exchange needs. The Consultant will provide monthly progress reports outlining the status of tasks and deliverables, and identify any issues encountered during the reporting period. The Consultant will coordinate internally to manage project status, task assignments and quality assurance.

##### ***External Task 1 Coordination***

The Consultant will also participate in two calls with the working group that has been established for baseline revenue assessment to discuss the project and gather input and feedback. The Consultant will prepare information to present and/or questions to facilitate in these sessions. This input will supplement the Task 3 agency interviews and Task 2 Gap Analysis.

The Consultant will also prepare and deliver an overview of the effort to the TPAC during a planned December meeting.

##### ***Task 1 Deliverables***

- Brief agendas and documentation of bi-weekly client calls
- Monthly progress reports and invoices
- Facilitation and/or presentation materials for two workgroup calls



- Attendance/presentation at TPAC meeting (December)

## **Task 2: Gap Analysis**

The Consultant will conduct an analysis to identify inconsistencies and gaps in policies and procedures related to baseline revenue assessment across agencies funded through the Wake County Transit Plan in accordance with the Interlocal Agreement (ILA) and implementing guidance and procedures. The first task will be to thoroughly review the existing files and data library related to the Wake County Transit Plan, including operating guidance and examples of documentation submitted by each of the agencies. The Consultant will summarize documentation, cross-check existing policies of submitting and reviewing agencies, and prepare findings and themes, highlight gaps in policies and procedures, and identify inconsistencies, unclear definitions or other and opportunities for updates and improvements. PowerPoint presentation slides will be prepared for inclusion in the final summary presentation to communicate the results and highlights of the Gap Analysis. Any feedback on the Gap Analysis and presentation slides will be incorporated into Task 4 updates and deliverables.

### ***Task 2 Deliverables***

- Summary of gap analysis findings
- PowerPoint presentation slides summarizing key findings and themes

## **Task 3: Interviews with Agency Staff**

The Consultant will conduct up to seven interviews with identified agency staff members currently engaged in preparing WCTP documentation for review at GoCary, GoRaleigh, GoWake, and GoTriangle (4 interviews); staff engaged in reviewing documentation at GoTriangle and CAMPO (2 interviews); and Wake County staff familiar with the Interlocal Agreement (1 interview) to gather information on each agency's current process and documentation with respect to baseline revenue assessment; insights on improvement needs and effective approaches; and feedback on the process from each agency and perspective (documentation submission, documentation review).

The project team will prepare an interview guide and questions, with tailoring as needed by agency and process role, to ensure consistency and completeness of the interview. The interview guide will be shared with interviewees in advance. The interview guide will include a request for agency staff to collect related internal procedures or tools and relevant data to demonstrate the agency's current approaches to documenting baseline revenue (and associated transit service) and identifying Wake Transit Plan revenue relative to the baseline (for service expansion, additions, etc.). Consultant team members will schedule, conduct, and document each of the interviews. The interviews will predominantly be conducted virtually, with up to 2 interviews in a hybrid setting if desired by CAMPO and/or GoTriangle.

Information from the interviews will be synthesized and reviewed to identify key themes, patterns, and recommendations. PowerPoint presentation slides will be prepared for inclusion in the final summary



presentation to communicate the results and highlights of the interviews. Any feedback on interview documentation and presentation slides will be incorporated into Task 4 updates and deliverables.

### ***Task 3 Deliverables***

- Completed interviews
- Documentation and synthesis of interviews
- PowerPoint presentation slides summarizing key findings

### **Task 4: Recommendations**

Based on the Task 2 gap analysis, Task 3 interviews, input from the working group and TPAC, and client agency feedback, recommendations will be made to update baseline revenue assessment processes and documentation under the Wake County Transit Plan and ILA. The Consultant team will develop a revised policy document and template, along with a summary presentation of the analysis effort and recommendations. The presentation will be shared for proof review and comment prior to finalizing. The Consultant will present the findings and recommendations at a scheduled TPAC meeting (tentatively February 2024). The report and presentation will include simple, but audience-friendly graphics. Feedback and client comment on the draft document and template will be incorporated into the final versions of these deliverables.

### ***Task 4 Deliverables***

- Draft and final revised policy and documentation template for baseline revenue assessment
- Draft and final summary presentation
- Attendance/presentation at TPAC meeting (tentatively February 2024)

### **Schedule**

The proposed project schedule is shown in Figure 1.



**Figure 1: Project Schedule**

*Revised 10/17/23*

Task	Baseline Revenue Assessment 2023 Schedule (DRAFT)	Oct	Nov	Dec	Jan	Feb
1	Project Management	◆	◆◆	●◆★◆	◆●◆	◆★◆
2	Gap Analysis		■◆			
3	Interviews			■◆		
4	Recommendations				■	◆

**Legend**

- ◆ Project Kickoff
- ◆ Client briefing (bi-weekly)
- ◆ Task Milestones (3)
- Workgroup Briefings (2)
- ★ TPAC briefings (2)

