

INTERLOCAL AGREEMENT FOR BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY BETWEEN

THE TOWN OF CARY

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 Town of Cary, a body politic and corporate of the State of North Carolina, and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization as defined at N.C. Gen. Stat. §136-200(4) (“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)-(2), to wit:

“(a) Policy.-It is in the national interest-

(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”

23 U.S.C. § 134 (a) (1)-(2)

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 roadway, transit, pedestrian, and bicycle transportation facilities) in the CAMPO planning area; and

WHEREAS, CAMPO will enter into a contract with an agreed-upon consultant or consultant team, in partnership with the Town of Cary to conduct a Bus Rapid Transit Extensions Concept of Operations Study to determine an appropriate service model for the extension of the Western and Southern Bus Rapid Transit corridors to Research Triangle Park and Clayton respectively; and

WHEREAS, the Bus Rapid Transit Extensions Concept of Operations Study contract will be entered into for FY25 and FY26 and submitted in final form to CAMPO and the Town of Cary; and

WHEREAS, The Bus Rapid Transit extensions Concept of Operations Study will respond to the recommendations of the Bus Rapid Transit Extension Major Investment Study and Alternatives Analysis to further investigate preferred solutions identified for rapid bus extensions to the planned Wake BRT Western and Southern Corridors to connect from downtown Cary to Research Triangle Park to the west and to connect from Garner to Clayton to the south; and

WHEREAS, the Town of Cary is contributing \$50,000.00, for the purpose of finalization of a Locally Preferred Alternative with Wake Transit Plan concurrence process, concept of operations for extensions and overlap with core corridors, funding identification and analysis, and finalized assumptions for design phase considerations; and

WHEREAS, CAMPO has been allocated a total of \$151,250.00 to the Study through the FY 2025 Wake Transit Work Plan.

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 for the Study. To this end, the parties desire to affirm their respective financial and other commitments to the Study.

II. BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY

The Parties acknowledge and agree that this study will include elements outlined in the Request for Proposals, and that all parties will engage in contract scope and fee negotiations with a selected consultant or consultant team to ensure these elements are included.

The Consultant's fee for the Study shall be the sum of Three hundred and fifty thousand dollars (\$350,000). This cost shall cover 100% of the Study's elements, including the following:

- Project management and partner coordination;
- Confirmation of BRT Program Design Guidelines;
- Scenario Analysis for each BRT corridor extension;
- Development of a detailed operating and capital plan;
- Development of a funding and implementation plan;
- Development of a Draft and Final BRT Extensions Concept of Operations Report.

The full Study scope is included in Exhibit 2.

III. CAMPO AS LEAD AGENCY FOR STUDY

The Town of Cary and CAMPO acknowledge and agree that, due to the regional nature of the Study, and considering CAMPO's experience in project administration, CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that it is willing to serve as the lead agency for the Bus Rapid Transit Extensions Concept of Operations Study.

CAMPO shall engage the Town of Cary throughout the Study, providing specific opportunities to:

- Provide data to inform the study
- Participate in the Core Technical Team meetings
- Review plans for stakeholder engagement
- Review and approve all deliverables

IV. FINANCIAL COMMITMENTS

In recognition of the Study cost of \$350,000.00, the Town of Cary 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 its Town Council, the Town of Cary agreed to commit the sum of fifty thousand dollars (\$50,000.00), to defray the costs of the Study contract.

-As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of one hundred and fifty-one thousand, two hundred and fifty dollars (\$151,250.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the Bus Rapid Transit Extensions Concept of Operations Study has been incorporated into adopted FY25 and FY26 Unified Planning Work Programs (“UPWP”). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Bus Rapid Transit Extensions Concept of Operations Study.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the Town of Cary regarding the Bus Rapid Transit Extensions Concept of Operations Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure the Town of Cary receives a full and complete copy of the Study.

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:

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

With a copy to:
Chris Lukasina
Executive Director
1 Fenton Main St., Suite 201
Cary, NC 27511

FOR Town of Cary:

Name
Title
Mailing Address

With a copy to:
Name
Title
Mailing Address

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between CAMPO and a selected 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/legsregs/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 term of this Agreement, 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 Town of Cary for a lump sum once the consultant has completed and provided invoice(s) for \$50,000.00 of eligible project costs by submitting an itemized invoice to TOWN OF CARY (P.O. Box 8005, Cary, NC 27512-8005). Proper supporting documentation shall accompany the invoice as may be required by the Town of Cary

B. The Town of Cary shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by the Town of Cary.

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 December 31, 2025, or at the conclusion of the Study, 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, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

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. By executing this Agreement, the Parties acknowledge that at the time of the signing, the funds required by the terms of this Agreement are available and allocated to the Study.

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.

G. NON-DISCRIMINATION. To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted

by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with applicable Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

By: _____
Chris Lukasina, Executive Director

ATTEST:
By: _____
Brenda Landes, Fiscal Analyst

DRAFT

TOWN OF CARY

By: _____
_____, _____

Date

Attest:

_____, Clerk

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

_____, Finance Director

Date

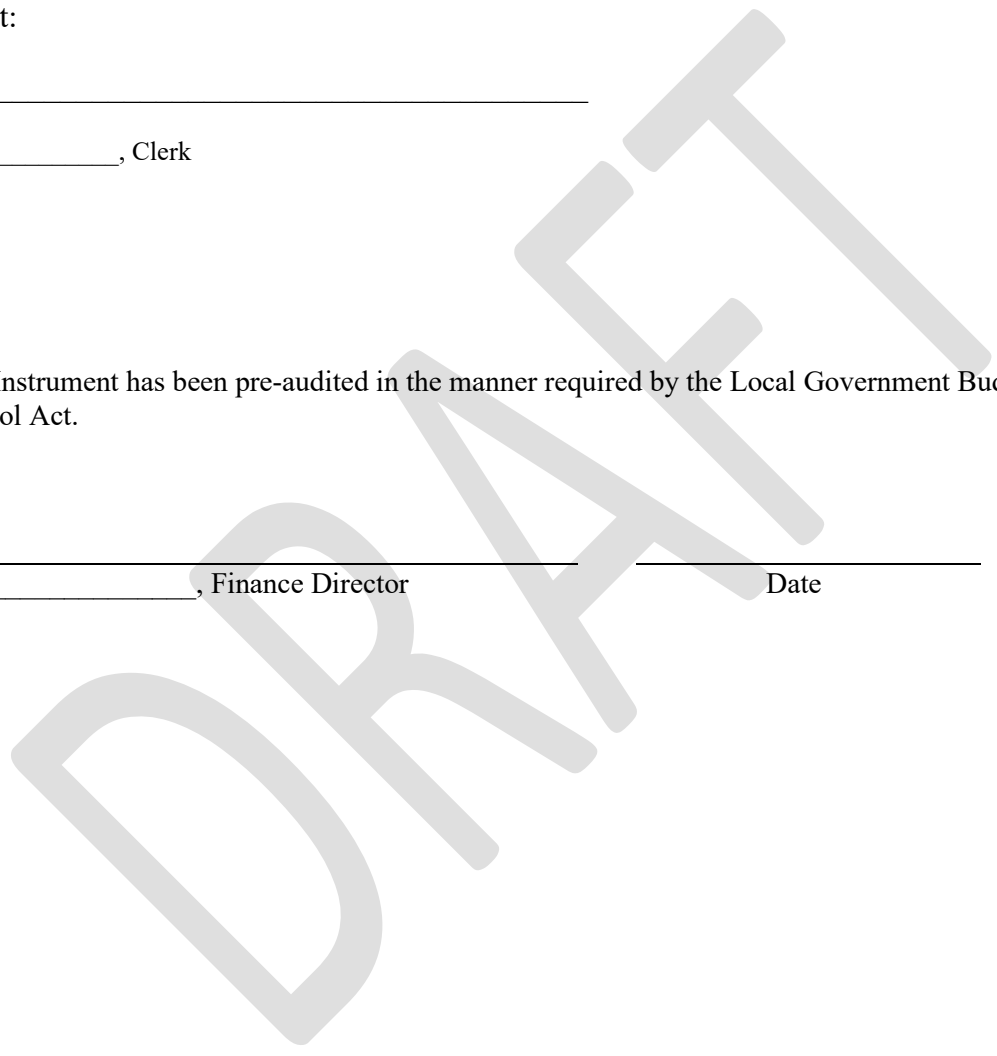


EXHIBIT 1, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY CONTRACT

DRAFT

EXHIBIT 2, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY SCOPE

DRAFT

INTERLOCAL AGREEMENT FOR BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY BETWEEN

THE TOWN OF CLAYTON

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 Town of Clayton, a body politic and corporate of the State of North Carolina, and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization as defined at N.C. Gen. Stat. §136-200(4) (“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)-(2), to wit:

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(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”

23 U.S.C. § 134 (a) (1)-(2)

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 roadway, transit, pedestrian, and bicycle transportation facilities) in the CAMPO planning area; and

WHEREAS, CAMPO will enter into a contract with an agreed-upon consultant or consultant team, in partnership with the Town of Clayton to conduct a Bus Rapid Transit Extensions Concept of Operations Study to determine an appropriate service model for the extension of the Western and Southern Bus Rapid Transit corridors to Research Triangle Park and Clayton respectively; and

WHEREAS, the Bus Rapid Transit Extensions Concept of Operations Study contract will be entered into for FY25 and FY26 and submitted in final form to CAMPO and the Town of Clayton; and

WHEREAS, The Bus Rapid Transit extensions Concept of Operations Study will respond to the recommendations of the Bus Rapid Transit Extension Major Investment Study and Alternatives Analysis to further investigate preferred solutions identified for rapid bus extensions to the planned Wake BRT Western and Southern Corridors to connect from downtown Cary to Research Triangle Park to the west and to connect from Garner to Clayton to the south; and

WHEREAS, the Town of Clayton is contributing \$7,500.00, for the purpose of finalization of a Locally Preferred Alternative with Wake Transit Plan concurrence process, concept of operations for extensions and overlap with core corridors, funding identification and analysis, and finalized assumptions for design phase considerations; and

WHEREAS, CAMPO has been allocated a total of \$151,250.00 to the Study through the FY 2025 Wake Transit Work Plan.

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:

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The Consultant's fee for the Study shall be the sum of Three hundred and fifty thousand dollars (\$350,000). This cost shall cover 100% of the Study's elements, including the following:

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- Confirmation of BRT Program Design Guidelines;
- Scenario Analysis for each BRT corridor extension;
- Development of a detailed operating and capital plan;
- Development of a funding and implementation plan;
- Development of a Draft and Final BRT Extensions Concept of Operations Report.

The full Study scope is included in Exhibit 2.

III. CAMPO AS LEAD AGENCY FOR STUDY

The Town of Clayton and CAMPO acknowledge and agree that, due to the regional nature of the Study, and considering CAMPO's experience in project administration, CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that it is willing to serve as the lead agency for the Bus Rapid Transit Extensions Concept of Operations Study.

CAMPO shall engage The Town of Clayton throughout the Study, providing specific opportunities to:

- Provide data to inform the study
- Participate in the Core Technical Team meetings
- Review plans for stakeholder engagement
- Review and approve all deliverables

IV. FINANCIAL COMMITMENTS

In recognition of the Study cost of \$350,000.00, The Town of Clayton 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 its Town Council, the Town of Clayton agreed to commit the sum of seven thousand five hundred dollars (\$7,500.00), to defray the costs of the Study contract.

-As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of one hundred and fifty-one thousand, two hundred and fifty dollars (\$151,250.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the Bus Rapid Transit Extensions Concept of Operations Study has been incorporated into adopted FY25 and FY26 Unified Planning Work Programs (“UPWP”). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Bus Rapid Transit Extensions Concept of Operations Study.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the Town of Clayton regarding the Bus Rapid Transit Extensions Concept of Operations Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure the Town of Clayton receives a full and complete copy of the Study.

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:

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

With a copy to:
Chris Lukasina
Executive Director
1 Fenton Main St., Suite 201
Cary, NC 27511

FOR The Town of Clayton:

Name
Title
Mailing Address

With a copy to:
Name
Title
Mailing Address

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between CAMPO and a selected 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/legsregs/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 term of this Agreement, 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 Town of Clayton for a lump sum once the consultant has completed and provided invoice(s) for \$7,500.00 of eligible project costs by submitting an itemized invoice to TOWN OF CLAYTON (PO Box 879, Clayton, NC 27528). Proper supporting documentation shall accompany the invoice as may be required by the Town of Clayton.

B. The Town of Clayton shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by the Town of Clayton.

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 December 31, 2025, or at the conclusion of the Study, 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, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

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. By executing this Agreement, the Parties acknowledge that at the time of the signing, the funds required by the terms of this Agreement are available and allocated to the Study.

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.

G. NON-DISCRIMINATION. To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted

by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with applicable Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

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THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

By: _____
Chris Lukasina, Executive Director

ATTEST:
By: _____
Brenda Landes, Fiscal Analyst

DRAFT

TOWN OF CLAYTON

By: _____
_____, _____

Date

Attest:

_____, Clerk

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

_____, Finance Director

Date

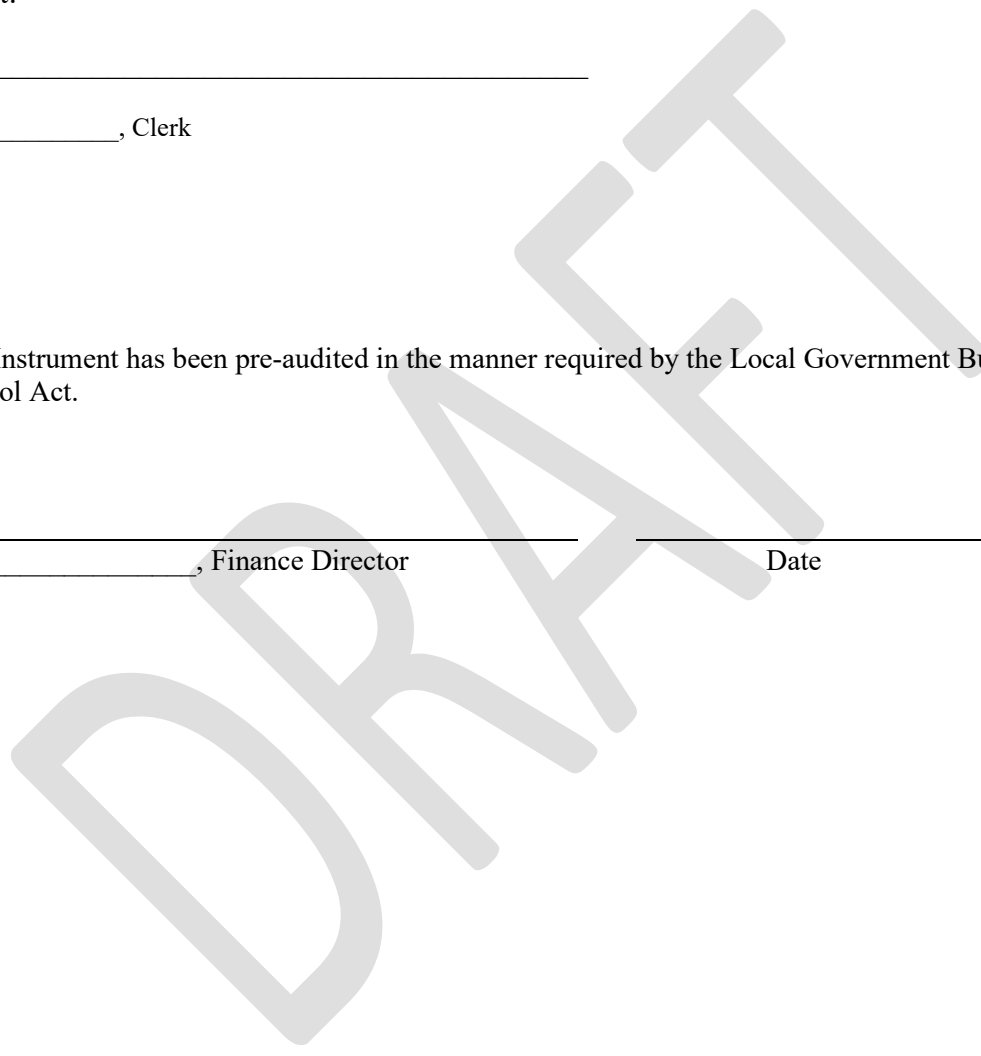


EXHIBIT 1, (Attachment)

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DRAFT

EXHIBIT 2, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY SCOPE

DRAFT

INTERLOCAL AGREEMENT FOR BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY BETWEEN

THE TOWN OF MORRISVILLE

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 Town of Morrisville, a body politic and corporate of the State of North Carolina, and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization as defined at N.C. Gen. Stat. §136-200(4) (“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)-(2), to wit:

“(a) Policy.-It is in the national interest-

(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”

23 U.S.C. § 134 (a) (1)-(2)

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 roadway, transit, pedestrian, and bicycle transportation facilities) in the CAMPO planning area; and

WHEREAS, CAMPO will enter into a contract with an agreed-upon consultant or consultant team, in partnership with the Town of Morrisville to conduct a Bus Rapid Transit Extensions Concept of Operations Study to determine an appropriate service model for the extension of the Western and Southern Bus Rapid Transit corridors to Research Triangle Park and Clayton respectively; and

WHEREAS, the Bus Rapid Transit Extensions Concept of Operations Study contract will be entered into for FY25 and FY26 and submitted in final form to CAMPO and the Town of Morrisville; and

WHEREAS, The Bus Rapid Transit extensions Concept of Operations Study will respond to the recommendations of the Bus Rapid Transit Extension Major Investment Study and Alternatives Analysis to further investigate preferred solutions identified for rapid bus extensions to the planned Wake BRT Western and Southern Corridors to connect from downtown Cary to Research Triangle Park to the west and to connect from Garner to Clayton to the south; and

WHEREAS, the Town of Morrisville is contributing \$15,000.00, for the purpose of finalization of a Locally Preferred Alternative with Wake Transit Plan concurrence process, concept of operations for extensions and overlap with core corridors, funding identification and analysis, and finalized assumptions for design phase considerations; and

WHEREAS, CAMPO has been allocated a total of \$151,250.00 to the Study through the FY 2025 Wake Transit Work Plan.

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 for the Study. To this end, the parties desire to affirm their respective financial and other commitments to the Study.

II. BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY

The Parties acknowledge and agree that this study will include elements outlined in the Request for Proposals, and that all parties will engage in contract scope and fee negotiations with a selected consultant or consultant team to ensure these elements are included.

The Consultant's fee for the Study shall be the sum of Three hundred and fifty thousand dollars (\$350,000). This cost shall cover 100% of the Study's elements, including the following:

- Project management and partner coordination;
- Confirmation of BRT Program Design Guidelines;
- Scenario Analysis for each BRT corridor extension;
- Development of a detailed operating and capital plan;
- Development of a funding and implementation plan;
- Development of a Draft and Final BRT Extensions Concept of Operations Report.

The full Study scope is included in Exhibit 2.

III. CAMPO AS LEAD AGENCY FOR STUDY

The Town of Morrisville and CAMPO acknowledge and agree that, due to the regional nature of the Study, and considering CAMPO's experience in project administration, CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that it is willing to serve as the lead agency for the Bus Rapid Transit Extensions Concept of Operations Study.

CAMPO shall engage the Town of Morrisville throughout the Study, providing specific opportunities to:

- Provide data to inform the study
- Participate in the Core Technical Team meetings
- Review plans for stakeholder engagement
- Review and approve all deliverables

IV. FINANCIAL COMMITMENTS

In recognition of the Study cost of \$350,000.00, the Town of Morrisville 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 its Town Council, the Town of Morrisville agreed to commit the sum of fifteen thousand dollars (\$15,000), to defray the costs of the Study contract.

-As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of one hundred and fifty-one thousand, two hundred and fifty dollars (\$151,250.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the Bus Rapid Transit Extensions Concept of Operations Study has been incorporated into adopted FY25 and FY26 Unified Planning Work Programs (“UPWP”). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Bus Rapid Transit Extensions Concept of Operations Study.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the Town of Morrisville regarding the Bus Rapid Transit Extensions Concept of Operations Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure the Town of Morrisville receives a full and complete copy of the Study.

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:

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

With a copy to:
Chris Lukasina
Executive Director
1 Fenton Main St., Suite 201
Cary, NC 27511

FOR The Town of Morrisville:

Name
Title
Mailing Address

With a copy to:
Name
Title
Mailing Address

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between CAMPO and a selected 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/legsregs/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 term of this Agreement, 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 Town of Morrisville for a lump sum once the consultant has completed and provided invoice(s) for \$15,000.00 of eligible project costs by submitting an itemized invoice to TOWN OF MORRISVILLE (100 Town Hall Drive, Morrisville NC 27560). Proper supporting documentation shall accompany the invoice as may be required by the Town of Morrisville.

B. The Town of Morrisville shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by the Town of Morrisville.

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 December 31, 2025, or at the conclusion of the Study, 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, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

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. By executing this Agreement, the Parties acknowledge that at the time of the signing, the funds required by the terms of this Agreement are available and allocated to the Study.

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.

G. NON-DISCRIMINATION. To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted

by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with applicable Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

By: _____
Chris Lukasina, Executive Director

ATTEST:
By: _____
Brenda Landes, Fiscal Analyst

DRAFT

TOWN OF MORRISVILLE

By: _____
_____, _____

Date

Attest:

_____, Clerk

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

_____, Finance Director

Date

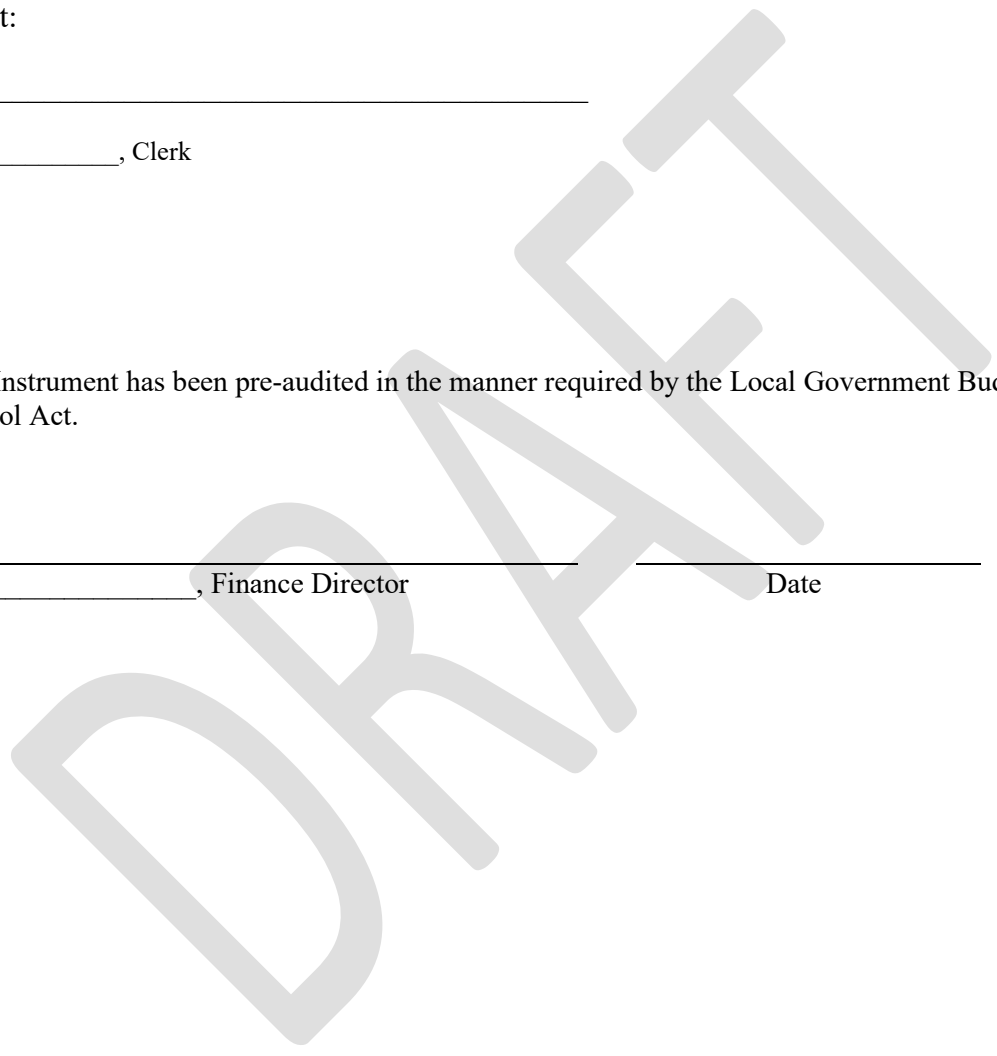


EXHIBIT 1, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY CONTRACT

DRAFT

EXHIBIT 2, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY SCOPE

DRAFT

INTERLOCAL AGREEMENT FOR BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY BETWEEN

THE CITY OF RALEIGH

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 City of Raleigh, a body politic and corporate of the State of North Carolina, and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization as defined at N.C. Gen. Stat. §136-200(4) (“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)-(2), to wit:

“(a) Policy.-It is in the national interest-

(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”

23 U.S.C. § 134 (a) (1)-(2)

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 roadway, transit, pedestrian, and bicycle transportation facilities) in the CAMPO planning area; and

WHEREAS, CAMPO will enter into a contract with an agreed-upon consultant or consultant team, in partnership with the City of Raleigh to conduct a Bus Rapid Transit Extensions Concept of Operations Study to determine an appropriate service model for the extension of the Western and Southern Bus Rapid Transit corridors to Research Triangle Park and Clayton respectively; and

WHEREAS, the Bus Rapid Transit Extensions Concept of Operations Study contract will be entered into for FY25 and FY26 and submitted in final form to CAMPO and the City of Raleigh; and

WHEREAS, The Bus Rapid Transit extensions Concept of Operations Study will respond to the recommendations of the Bus Rapid Transit Extension Major Investment Study and Alternatives Analysis to further investigate preferred solutions identified for rapid bus extensions to the planned Wake BRT Western and Southern Corridors to connect from downtown Cary to Research Triangle Park to the west and to connect from Garner to Clayton to the south; and

WHEREAS, the City of Raleigh is contributing \$100,000.00, for the purpose of finalization of a Locally Preferred Alternative with Wake Transit Plan concurrence process, concept of operations for extensions and overlap with core corridors, funding identification and analysis, and finalized assumptions for design phase considerations; and

WHEREAS, CAMPO has been allocated a total of \$151,250.00 to the Study through the FY 2025 Wake Transit Work Plan.

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 for the Study. To this end, the parties desire to affirm their respective financial and other commitments to the Study.

II. BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY

The Parties acknowledge and agree that this study will include elements outlined in the Request for Proposals, and that all parties will engage in contract scope and fee negotiations with a selected consultant or consultant team to ensure these elements are included.

The Consultant's fee for the Study shall be the sum of three hundred and fifty thousand (\$350,000). This cost shall cover 100% of the Study's elements, including the following:

- Project management and partner coordination;
- Confirmation of BRT Program Design Guidelines;
- Scenario Analysis for each BRT corridor extension;
- Development of a detailed operating and capital plan;
- Development of a funding and implementation plan;
- Development of a Draft and Final BRT Extensions Concept of Operations Report.

The full Study scope is included in Exhibit 2.

III. CAMPO AS LEAD AGENCY FOR STUDY

The City of Raleigh and CAMPO acknowledge and agree that, due to the regional nature of the Study, and considering CAMPO's experience in project administration, CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that it is willing to serve as the lead agency for the Bus Rapid Transit Extensions Concept of Operations Study.

CAMPO shall engage the City of Raleigh throughout the Study, providing specific opportunities to:

- Provide data to inform the study
- Participate in the Core Technical Team meetings
- Review plans for stakeholder engagement
- Review and approve all deliverables

IV. FINANCIAL COMMITMENTS

In recognition of the Study cost of \$350,000.00, the City of Raleigh 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 its City Council, the City of Raleigh agreed to commit the sum of one hundred thousand dollars (\$100,000.00), to defray the costs of the Study contract.

-As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of one hundred and fifty-one thousand, two hundred and fifty dollars (\$151,250.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the Bus Rapid Transit Extensions Concept of Operations Study has been incorporated into adopted FY25 and FY26 Unified Planning Work Programs (“UPWP”). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Bus Rapid Transit Extensions Concept of Operations Study.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the City of Raleigh regarding the Bus Rapid Transit Extensions Concept of Operations Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure the City of Raleigh receives a full and complete copy of the Study.

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:

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

With a copy to:
Chris Lukasina
Executive Director
1 Fenton Main St., Suite 201
Cary, NC 27511

FOR City of Raleigh:

Name
Title
Address

With a copy to:
Name
Title
Address

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between CAMPO and a selected 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/legsregs/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 term of this Agreement, 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 City of Raleigh for a lump sum once the consultant has completed and provided invoice(s) for \$100,000.00 of eligible project costs by submitting an itemized invoice to CITY OF RALEIGH (PO Box 590, Raleigh, NC 27602). Proper supporting documentation shall accompany the invoice as may be required by the City of Raleigh.

B. The City of Raleigh shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by the City of Raleigh.

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, 2026, or at the conclusion of the Study, 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, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

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. By executing this Agreement, the Parties

acknowledge that at the time of the signing, the funds required by the terms of this Agreement are available and allocated to the Study.

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.

G. NON-DISCRIMINATION. To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting

discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with applicable Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

By: _____
Chris Lukasina, Executive Director

ATTEST:

By: _____
Brenda Landes, Fiscal Analyst

CITY OF RALEIGH

By: _____
_____, _____

Date

Attest:

_____, Clerk

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

_____, Finance Director

Date

EXHIBIT 1, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY CONTRACT

EXHIBIT 2, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY SCOPE

INTERLOCAL AGREEMENT FOR BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY BETWEEN

RESEARCH TRIANGLE FOUNDATION

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 Research Triangle Foundation, a body politic and corporate of the State of North Carolina, and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization as defined at N.C. Gen. Stat. §136-200(4) (“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)-(2), to wit:

“(a) Policy.-It is in the national interest-

(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”

23 U.S.C. § 134 (a) (1)-(2)

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 roadway, transit, pedestrian, and bicycle transportation facilities) in the CAMPO planning area; and

WHEREAS, CAMPO will enter into a contract with an agreed-upon consultant or consultant team, in partnership with the Research Triangle Foundation to conduct a Bus Rapid Transit Extensions Concept of Operations Study to determine an appropriate service model for the extension of the Western and Southern Bus Rapid Transit corridors to the Research Triangle Park and Clayton respectively; and

WHEREAS, the Bus Rapid Transit Extensions Concept of Operations Study contract will be entered into for FY25 and FY26 and submitted in final form to CAMPO and the Research Triangle Foundation; and

WHEREAS, The Bus Rapid Transit extensions Concept of Operations Study will respond to the recommendations of the Bus Rapid Transit Extension Major Investment Study and Alternatives Analysis to further investigate preferred solutions identified for rapid bus extensions to the planned Wake BRT Western and Southern Corridors to connect from downtown Cary to the Research Triangle Park to the west and to connect from Garner to Clayton to the south; and

WHEREAS, the Research Triangle Foundation is contributing \$17,500.00, for the purpose of finalization of a Locally Preferred Alternative with Wake Transit Plan concurrence process, concept of operations for extensions and overlap with core corridors, funding identification and analysis, and finalized assumptions for design phase considerations; and

WHEREAS, CAMPO has been allocated a total of \$151,250.00 to the Study through the FY 2025 Wake Transit Work Plan.

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 for the Study. To this end, the parties desire to affirm their respective financial and other commitments to the Study.

II. BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY

The Parties acknowledge and agree that this study will include elements outlined in the Request for Proposals, and that all parties will engage in contract scope and fee negotiations with a selected consultant or consultant team to ensure these elements are included.

The Consultant's fee for the Study shall be the sum of Three hundred and fifty thousand dollars (\$350,000). This cost shall cover 100% of the Study's elements, including the following:

- Project management and partner coordination;
- Confirmation of BRT Program Design Guidelines;
- Scenario Analysis for each BRT corridor extension;
- Development of a detailed operating and capital plan;
- Development of a funding and implementation plan;
- Development of a Draft and Final BRT Extensions Concept of Operations Report.

The full Study scope is included in Exhibit 2.

III. CAMPO AS LEAD AGENCY FOR STUDY

The Research Triangle Foundation and CAMPO acknowledge and agree that, due to the regional nature of the Study, and considering CAMPO's experience in project administration, CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that it is willing to serve as the lead agency for the Bus Rapid Transit Extensions Concept of Operations Study.

CAMPO shall engage the Research Triangle Foundation throughout the Study, providing specific opportunities to:

- Provide data to inform the study
- Participate in the Core Technical Team meetings
- Review plans for stakeholder engagement
- Review and approve all deliverables

IV. FINANCIAL COMMITMENTS

In recognition of the Study cost of \$350,000.00, the Research Triangle Foundation 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 its Board of Directors, the Research Triangle Foundation agreed to commit the sum of seventeen thousand five hundred dollars (\$17,500.00), to defray the costs of the Study contract.

-As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of one hundred and fifty-one thousand, two hundred and fifty dollars (\$151,250.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the Bus Rapid Transit Extensions Concept of Operations Study has been incorporated into adopted FY25 and FY26 Unified Planning Work Programs (“UPWP”). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Bus Rapid Transit Extensions Concept of Operations Study.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the Research Triangle Foundation regarding the Bus Rapid Transit Extensions Concept of Operations Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure the Research Triangle Foundation receives a full and complete copy of the Study.

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:

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

With a copy to:
Chris Lukasina
Executive Director
1 Fenton Main St., Suite 201
Cary, NC 27511

FOR Research Triangle Foundation

Name
Title
Mailing Address

With a copy to:
Name
Title
Mailing Address

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between CAMPO and a selected 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/legsregs/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 term of this Agreement, 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 Research Triangle Foundation for a lump sum once the consultant has completed and provided invoice(s) for \$17,500.00 of eligible project costs by submitting an itemized invoice to RESEARCH TRIANGLE FOUNDATION (P.O. Box 12255, Research Triangle Park, NC 27709). Proper supporting documentation shall accompany the invoice as may be required by the Research Triangle Foundation.

B. The Research Triangle Foundation shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by the Research Triangle Foundation.

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 December 31, 2025, or at the conclusion of the Study, 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, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

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. By executing this Agreement, the Parties acknowledge that at the time of the signing, the funds required by the terms of this Agreement are available and allocated to the Study.

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.

G. NON-DISCRIMINATION. To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with applicable Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

By: _____
Chris Lukasina, Executive Director

ATTEST:
By: _____
Brenda Landes, Fiscal Analyst

DRAFT

RESEARCH TRIANGLE FOUNDATION

By: _____
_____, _____

Date

Attest:

_____, Clerk

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

_____, Finance Director

Date

EXHIBIT 1, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY CONTRACT

DRAFT

EXHIBIT 2, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY SCOPE

DRAFT

**INTERLOCAL AGREEMENT FOR BUS RAPID TRANSIT EXTENSIONS CONCEPT OF
OPERATIONS STUDY BETWEEN**

GREATER RALEIGH CHAMBER OF COMMERCE

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 Greater Raleigh Chamber of Commerce (“the Chamber”) and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization as defined at N.C. Gen. Stat. §136-200(4) (“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)-(2), to wit:

“(a) Policy.-It is in the national interest-

(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”

23 U.S.C. § 134 (a) (1)-(2)

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 roadway, transit, pedestrian, and bicycle transportation facilities) in the CAMPO planning area; and

WHEREAS, CAMPO will enter into a contract with an agreed-upon consultant or consultant team, in partnership with the Chamber to conduct a Bus Rapid Transit Extensions Concept of Operations Study to determine an appropriate service model for the extension of the Western and Southern Bus Rapid Transit corridors to Research Triangle Park and Clayton respectively; and

WHEREAS, the Bus Rapid Transit Extensions Concept of Operations Study contract will be entered into for FY25 and FY26 and submitted in final form to CAMPO and the Chamber; and

WHEREAS, The Bus Rapid Transit extensions Concept of Operations Study will respond to the recommendations of the Bus Rapid Transit Extension Major Investment Study and Alternatives Analysis to further investigate preferred solutions identified for rapid bus extensions to the planned Wake BRT Western and Southern Corridors to connect from downtown Cary to Research Triangle Park to the west and to connect from Garner to Clayton to the south; and

WHEREAS, the Chamber is contributing \$8,750.00, for the purpose of finalization of a Locally Preferred Alternative with Wake Transit Plan concurrence process, concept of operations for extensions and overlap with core corridors, funding identification and analysis, and finalized assumptions for design phase considerations; and

WHEREAS, CAMPO has been allocated a total of \$151,250.00 to the Study through the FY 2025 Wake Transit Work Plan.

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 for the Study. To this end, the parties desire to affirm their respective financial and other commitments to the Study.

II. BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY

The Parties acknowledge and agree that this study will include elements outlined in the Request for Proposals, and that all parties will engage in contract scope and fee negotiations with a selected consultant or consultant team to ensure these elements are included.

The Consultant's fee for the Study shall be the sum of Three hundred and fifty thousand dollars (\$350,000). This cost shall cover 100% of the Study's elements, including the following:

- Project management and partner coordination;
- Confirmation of BRT Program Design Guidelines;
- Scenario Analysis for each BRT corridor extension;
- Development of a detailed operating and capital plan;
- Development of a funding and implementation plan;
- Development of a Draft and Final BRT Extensions Concept of Operations Report.

The full Study scope is included in Exhibit 2.

III. CAMPO AS LEAD AGENCY FOR STUDY

The Chamber and CAMPO acknowledge and agree that, due to the regional nature of the Study, and considering CAMPO's experience in project administration, CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that it is willing to serve as the lead agency for the Bus Rapid Transit Extensions Concept of Operations Study.

CAMPO shall engage the Chamber throughout the Study, providing specific opportunities to:

- Provide data to inform the study
- Participate in the Core Technical Team meetings
- Review plans for stakeholder engagement
- Review and approve all deliverables

IV. FINANCIAL COMMITMENTS

In recognition of the Study cost of \$350,000.00, the Chamber 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 its Executive Committee, the Chamber agreed to commit the sum of eight thousand seven hundred and fifty dollars (\$8,750.00), to defray the costs of the Study contract.

-As approved by formal action of its Executive Board, CAMPO agreed to commit the sum of one hundred and fifty-one thousand, two hundred and fifty dollars (\$151,250.00) to defray the costs of the Study contract.

V. INCORPORATION OF THE BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY INTO THE UPWP

In furtherance of the Project, the Parties acknowledge that the Bus Rapid Transit Extensions Concept of Operations Study has been incorporated into adopted FY25 and FY26 Unified Planning Work Programs (“UPWP”). CAMPO shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Bus Rapid Transit Extensions Concept of Operations Study.

VI. COMMUNICATIONS; CONTACTS

CAMPO will regularly communicate with the Chamber regarding the Bus Rapid Transit Extensions Concept of Operations Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure the Chamber receives a full and complete copy of the Study.

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:

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

With a copy to:
Chris Lukasina
Executive Director
1 Fenton Main St., Suite 201

Cary, NC 27511

FOR the Greater Raleigh Chamber of Commerce:

Name Joe Milazzo II

Title Executive Director, RTA; SVP Greater Raleigh Chamber

Mailing Address 800 S. Salisbury St. Raleigh, NC 27601

With a copy to:

Name Amy Fowler

Title CFO, Greater Raleigh Chamber of Commerce

Mailing Address 800 S. Salisbury St. Raleigh, NC 27601

VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

Anticipating that a contract for the Study will be entered into between CAMPO and a selected 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 term of this Agreement, 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 Chamber for a lump sum once the consultant has completed and provided invoice(s) for \$8,750.00 of eligible project costs by submitting an itemized invoice to Joe Milazzo II, SVP, Greater Raleigh Chamber (800 S Salisbury St, Raleigh, NC 27601) [Contact name and email address]. Proper supporting documentation shall accompany the invoice as may be required by the Chamber.

B. The Chamber shall reimburse CAMPO for all invoices within thirty (30) days of receipt of invoice by the Chamber.

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 December 31, 2025, or at the conclusion of the Study, 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, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

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.

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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.

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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.

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G. NON-DISCRIMINATION. To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with applicable Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

By: _____
Chris Lukasina, Executive Director

ATTEST:
By: _____
Brenda Landes, Fiscal Analyst

DRAFT

GREATER RALEIGH CHAMBER OF COMERCE

By: _____
Joe Milazzo II, RTA Executive Director,
SVP Greater Raleigh Chamber _____,

Date

Attest:

_____, Clerk

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

_____, Finance Director

Date

EXHIBIT 1, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY CONTRACT

DRAFT

EXHIBIT 2, (Attachment)

BUS RAPID TRANSIT EXTENSIONS CONCEPT OF OPERATIONS STUDY SCOPE

DRAFT