

ATTACHMENT B

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FIRST AMENDMENT

to

INTERLOCAL AGREEMENT FOR THE ADMINISTRATIVE

DISTRIBUTION OF THE WAKE COUNTY \$7 VEHICLE

REGISTRATION TAX

BETWEEN

**WAKE COUNTY, CITY OF RALEIGH, TOWN OF CARY,
TOWN OF WAKE FOREST, CITY OF DURHAM, AND THE
RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION
AUTHORITY**

This First Amendment (“First Amendment”) to the Interlocal Agreement (“Interlocal Agreement”), is entered into on _____, 2017, being the date upon which all parties have executed this First Amendment by their signatures set forth below (last party to fill in date), by and between **RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY** d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina (hereinafter “GoTriangle”), **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter “Wake County”) individually referred to as “Approving Party” and collectively referred to herein as “the Approving Parties”; and the **CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**, a metropolitan planning organization (“CAMPO”) individually referred to as “Added Party”.

RECITALS:

WHEREAS, N.C.G.S. Chapter 105 Article 52 allows for Wake County and its member municipalities providing public transportation systems to enter into an interlocal agreement for the allocation of revenue derived from the new Wake County \$7.00 Vehicle Registration Tax; and

WHEREAS, on or about March 20, 2017, the Parties entered into an Interlocal Agreement For The Administrative Distribution Of The Wake County \$7 Vehicle Registration Tax ("Interlocal Agreement"); and

WHEREAS, the Parties to this Interlocal Agreement, being WAKE COUNTY, CITY OF RALEIGH, TOWN OF CARY, TOWN OF WAKE FOREST, CITY OF DURHAM, AND THE RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY anticipated that in the future other municipalities in Wake County may qualify for the funds collected by DMV in association with the new Wake County \$7.00 Vehicle Registration Tax to be distributed directly to Triangle Tax District, to be reported in the Wake Transit Major Operating Fund, and to be included with all other Wake Transit Plan Revenues flowing to the Triangle Tax District on behalf of Wake County, to be used and expended only in strict adherence to the financial terms and conditions outlined in the Governance ILA for implementation of the Wake Transit Plan; and

WHEREAS, the Parties to this Interlocal Agreement desire for associated agencies to join this Interlocal Agreement in the future to do so upon the same terms and conditions and enjoying equal rights and privileges as the current parties to the Interlocal Agreement, and

WHEREAS, the Parties desire to incorporate a uniform process for amending the Interlocal Agreement to include future eligible parties; and

WHEREAS, Section 2.02 of the Interlocal Agreement provides that an amendment to the agreement to add an eligible party shall only require a written amendment among CAMPO, Wake County, Go Triangle, and the party to be added, provided that the party must enter subject to the same terms and conditions as the other parties.

WHEREAS, CAMPO is the metropolitan planning organization charged with coordinating transportation planning and transportation funding in and around the Wake County area and is further charged by the Wake Transit Governance ILA with joint approval of the implementation steps of the Wake Transit Plan.

NOW THEREFORE, for and in consideration of the promises and covenants contained in this Amendment and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree to this First Amendment to the Interlocal Agreement as follows:

1. **Recitals.** The foregoing Recitals are made a part of this First Amendment, and are incorporated herein by reference.

2. **Term.** This First Amendment shall be in full force and effect from the Effective Date, and run co-terminous with the Interlocal Agreement.

3. **Addition of the Capital Area Metropolitan Planning Organization.** Upon delivery of a duly executed signature page to this Amendment, approved by resolution of the governing board of the Added Party, and approval of Wake County and Go Triangle as evidenced by delivery of a duly executed signature page to this Amendment by each, CAMPO is hereby added as a Party to the Interlocal Agreement, and as a Party thereunder, shall have all of the rights and obligations of a Party effective July 1, 2017.

4. **Notice.** Any written or electronic notice required by the Interlocal Agreement to be given shall be delivered to the added Party at the following addresses:

Capital Area Metropolitan Planning Organization
Executive Director
One Bank of America Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

5. **Amendment of Title Page.** The Parties shall forthwith amend the title page to reflect the added Party as a member of the Agreement. The title page shall reflect the date of the amendment in the footer of the document.

6. **No Other Changes.** Except as expressly amended by this Agreement, all of the terms of the Interlocal Agreement shall remain in full force and effect and shall apply to the added Party.

7. **Representations and Warranties.** The Parties each represent, covenant and warrant for the other's benefit as follows:

(a) Each Party has all necessary power and authority to enter into this Amendment and to carry out the transactions contemplated by this Amendment, and this Amendment has been authorized by Resolution spread upon the minutes of each Party's governing body. This Amendment is a valid and binding obligation of each Party.

(b) Neither the execution and delivery of this Amendment, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Amendment, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other

person) affecting such Party's rights to execute or deliver this Amendment or to comply with its obligations under this Amendment. Neither such Party's execution and delivery of this Amendment, nor its compliance with its obligations under this Amendment, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

8. Execution in Counterparts/Electronic Version of Amendment. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Amendment to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Amendment shall be deemed for all purposes to be an original signed Amendment.

[Signature pages follow this page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their corporate names by their duly authorized officers, evidenced by Resolution or Certification of Minutes, as of the date written in the signature blocks below

<p>CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO")</p> <p>By: _____ Executive Director</p> <p>This, the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Chief Financial Officer This, the ____ day of _____.</p>
<p>ATTEST:</p> <p>By: _____ Gail C. Smith, City Clerk</p>	

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____ Jeffrey G. Mann, General Manager</p> <p>This, the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Saundra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____ Clerk</p>	

<p>WAKE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p> <p>This, the ____ day of _____</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Director Wake County, North Carolina</p> <p>This, the ____ day of _____</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____ Clerk</p>	

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