

## **ATTACHMENT B**



**To:** Transit Planning Advisory Committee Members

**From:** Process, Planning and Prioritization, and Budget and Finance Subcommittee Co-Chairs

**Re:** Operating and Capital Agreements and Exhibits for FY 2018 Wake Transit Funds

This memorandum and its attachments detail the timing, expectations and other parameters for Wake Transit FY 2018 Operating and Capital Agreements.

**Agreements are Required:**

As directed by the Wake Transit Governance Interlocal Agreement (Governance ILA) and reaffirmed by the Wake Transit Participation Agreement (Participation Agreement), annual appropriations for operating and capital projects in the Wake Transit Work Plan require capital funding agreements and operating agreements. These agreements detail the expectations, roles and responsibilities of all parties. No Wake Transit Tax Revenue shall be spent prior to execution of an operating or capital agreement by all parties.

**Logical Grouping of Implementation Elements and/or Projects:**

The Governance ILA and the Participation Agreement allow for multiple implementation elements to be grouped under a single agreement. The Process subcommittee has worked with the two other TPAC subcommittees to categorize the implementation elements (projects) identified in the FY 2018 Wake Transit Work Plan by Operating or Capital Funding Agreements, and then by a specific type of operating or capital funding agreement. Attachment 1 details the FY 2018 Wake Transit Work Plan projects and their agreement categories. A summary of the types of agreement for the FY 2018 Wake Transit Work Plan is below:

- 1) Operating Funding Agreements
  - a) Bus Operations Agreement
  - b) Transit Plan Administration Agreement
  - c) Tax District Administration Agreement
  - d) Special Operating Agreement
- 2) Capital Funding Agreements
  - a) General Capital Agreement
  - b) Special Capital Agreement

**Content of Agreements:**

The Governance ILA and the Participation Agreement state that the Operating and Capital Agreements are required to hold all parties accountable to specific actions and metrics. All agreements under development detail in the body of the agreement or in its attachments, the parties, the period of performance, terms and conditions, reporting requirements, billing, scope and deliverables, and breach provisions for the agreement and for the implementation elements covered.

The Governance ILA and the Participation Agreement state that regular progress reports and updates will be developed for all implementation elements funded. The language in the agreements includes requirements for performance reporting quarterly and annually. The agreements also charge the implementing party with proactively notifying the other parties and the TPAC of issues and concerns. The Process and Prioritization Subcommittee will be reviewing a uniform reporting template for the reporting of deliverables.

An Exhibit A was developed for each operating and capital agreement. These exhibits list parties to the agreement, amounts appropriated, project budgets, scope, projected implementation dates, and deliverables to be reported on a quarterly and annual basis. The Exhibit A for general operating and general capital agreements are attached. The Exhibit A for the special operating and special capital agreements are still being developed, but will detail similar aspects and other essential to project delivery.

**Timing of Agreements:**

The Governance ILA anticipated that all agreements would be developed and recommended by TPAC when it recommended the annual transit Work Plan. Agreements would then be adopted as part of the Wake Transit Work Plan adoption process. We recommend that some agreements for the proposed implementation elements (projects) be developed later if additional information is needed and funds are not needed to be spent at the beginning of a given fiscal year. Other agreements that are routine would be presented to the TPAC with the annual work plan. In practice this may result in certain items being budgeted but operating and capital agreements not finalized until later in the fiscal year. For FY 2018, the special operating and capital agreements are still being developed, and will be presented to TPAC for recommendation at a later date.

# ATTACHMENT 1

## FY 18 Wake Transit Work Plan

**Key: Box = Agreement. (1), (2), (3) = Projects listed on Exhibit A attached to agreement.**

General Operating Funding Agreements		General Capital Funding Agreements		Special Operating Funding Agreements	
<b>CAMPO General Operating Funding Agreement: Transit Plan Administration</b> (1) Transit Planning Support Staff and Admin (1 FTE): \$150,000	<b>Knightdale General Operating Funding Agreement: Bus Operations</b> (1) KRX Funding:\$43,000	<b>GoCary General Capital Funding Agreement: Bus Infrastructure</b> (1) ADA Bus Stop Improvements: \$495,000 (2) Bus Sign Replacements: \$43,000	<b>GoTriangle Special Operating Funding Agreement: Transit Plan Administration</b> (1) Community Funding Areas Program Mgmt Plan: \$175K (2) Multi Year Bus Service Implementation Plan: \$1.292 Million  (3) Public Engagement Support for Systemwide Studies: \$20,000		
<b>GoCary General Operating Funding Agreement: Bus Operations</b> (1) Midday Frequency Increase: \$362,340 (2) Sunday Service Expansion: \$476,182 (3) Expansion Vehicles: \$100,000	<b>Wendell General Operating Funding Agreement: Bus Operations</b> (1) ZWX Funding: \$4,200	<b>GoRaleigh General Capital Funding Agreement: Bus Infrastructure</b> (1) Construction of Bus Stop Shelters: \$500,000 (2) Construction of Poole Road Park and Ride: \$1.1 Million			
<b>GoCary General Operating Funding Agreement: Transit Plan Administration</b>  (1) Outreach and Marketing: \$35,000 (2) Capital Projects Coordinator (1 FTE): \$147,413	<b>Zebulon General Operating Funding Agreement: Bus Operations</b> (1) ZWX Funding: \$5,516				
		<b>GoRaleigh General Capital Funding Agreement: Bus Acquisition</b>  (1) Support Acquisition of Vehicles (8 buses): \$4 million	<b>GoCary Special Operating Funding Agreement: Transit Plan Administration</b>  (1) Downtown Operations Plan: \$300,000		
<b>GoRaleigh General Operating Funding Agreement: Bus Operations</b> (1) Increase Route 7: \$1,357,045 (2) Sunday Service Expansion: \$193,875	<b>Wake County General Operating Funding Agreement: Bus Operations</b> (1) Rural General Public Trip Funding: \$175,0000	<b>GoTriangle General Capital Funding Agreement: Bus Acquisition</b>  (1) Support Acquisition of Vehicles (8 buses): \$4 million	<b>GoRaleigh Special Operating Funding Agreement: Transit Plan Administration</b> (1) Downtown Operations Plan: \$875,000		
<b>GoRaleigh General Operating Funding Agreement: Transit Plan Administration</b>  Service Planner (1 FTE): \$150,000		<b>GoTriangle Capital Funding Agreement: Capital Planning</b> (1) Fixed Guideway Studies (\$2 Million)  (2) Landuse and Affordability Studies (\$42,000)			
		<b>Special Capital Funding Agreements</b>			
		<b>GoTriangle Special Capital Funding Agreement: Bus Infrastructure</b> (1) GoTriangle Bus Operations and Maintenance Facility Expansion Design: \$200,000			
		<b>GoTriangle Capital Funding Agreement: Bus Infrastructure</b> (1) Raleigh Union Station Bus Facility: \$2.7 Million			
		<b>GoCary Special Capital Funding Agreement: Bus Infrastructure</b> (1) GoCary Operations and Maintenance Facility: \$1 Million			
		<b>GoRaleigh Special Capital Funding Agreement: Bus Infrastructure</b> (1) CNG Facility Poole Road: \$1.5 Million			

GENERAL OPERATING AGREEMENT  
FOR TRANSIT PLAN ADMINISTRATION

WAKE TRANSIT FY 2018

This Operating Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and \_\_\_\_\_ ("Implementing Party") and Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, Wake County, GoTriangle and CAMPO have adopted a governance structure for the implementation of the Wake Transit Plan by and through annual plans ("Wake Transit Work Plans") through the Wake Transit Governance Interlocal Agreement ("Governance ILA"); and

WHEREAS, the Governance ILA created the Transportation Planning Advisory Committee ("TPAC"), which has representation from all Wake County Municipalities, GoTriangle, CAMPO, Wake County, NC State and RTP, which is responsible for coordinating and recommending the planning and implementation of the Wake Transit Work Plan, and

WHEREAS, municipalities and entities eligible to receive funding through the Wake Transit Work Plans shall be signatories to the Wake Transit Master Participation Agreement ("Participation Agreement") and shall enter into an operating agreement per the Governance ILA; and

WHEREAS, the Parties to this Agreement are current signatories to the Participation Agreement, and

WHEREAS, the FY 2018 Wake Transit Work Plan was developed by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle, and

WHEREAS, the FY 2018 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 28, 2017, and

WHEREAS, the Parties desire to implement the components of the 2018 Wake Transit Work Plan as adopted by GoTriangle and CAMPO;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement commences upon execution of the last party and terminates on December 31, 2018. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Scope & Funding:**

The Parties agree to the provision of services detailed in the attached Exhibit A.

Funds are appropriated from the FY 2018 Triangle Tax District Wake Operating Ordinance, approved by GoTriangle, in accordance with the Transit Governance ILA. The specific appropriation and approved project budgets are further detailed in the attached Exhibit A and in the FY 2018 Wake Transit Work Plan.

Implementing Agencies shall:

- (1) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item.
- (2) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include the accounting receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- (3) By signature of this agreement, verify that they have, or will implement, a financial management system adequate for monitoring the accumulation of costs.

3. **Billing**

A. **Responsibilities of the Implementing Party.**

The Party shall fund the cost of the projects pursuant to Exhibit A on an up-front basis. The Implementing Party is responsible for ensuring funds are available to pay for the projects on Exhibit A prior to reimbursement by GoTriangle.

In special circumstances where an advance payment may be required, requests must be submitted using the Billing, Payment, and Reimbursement Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.

Requests for reimbursement may be submitted by the local participating entity as often as it is efficient and effective for the implementing party. The

reimbursement request shall be emailed to [waketransitreimbursement@gotriangle.org](mailto:waketransitreimbursement@gotriangle.org).

All submissions must use the pre-approved Billing, Payment, and Reimbursement Template and include a signed statement by the requesting agency's Finance Officer or designee stating that funds were spent in accordance to the Wake Transit Work Plan and with laws, rules, and regulations and that the request for funds includes items due and payable. All requests shall be based on actual expenses incurred as recorded in the financial system.

Final reimbursements for expenses incurred as of June 30th shall be submitted by August 10, 2018.

**B. Responsibilities of GoTriangle.**

GoTriangle, as administrator of the Triangle Tax District, shall adhere to its responsibilities and obligations as set forth in the Governance ILA. GoTriangle will verify within five business days upon receipt, that the request is within the approved budget and it is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, including receipt of the signed statement from the finance officer or designee. Payment will be remitted within thirty (30) days upon verification to the Implementing Party via payment instructions on file. In special circumstances where advance payment are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

All disbursements from GoTriangle will be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act and the Wake Transit Financial Policies and Guidelines.

**4. Performance Reporting:**

The Implementing Party agrees to provide to provide quarterly and annual reporting for the Reported Deliverables as identified in Exhibit A in accordance with Section 8.02 of the Wake Transit Governance ILA using the pre-approved Wake Transit Reporting Template. The parties agree to share supporting documentation, if requested, in addition to the quarterly and annual reporting within the timeframes outlined within North Carolina General Statute pertaining to public records requests.

The Annual Wake Transit Report shall provide information regarding meeting strategic public transit objectives and include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports shall provide information regarding progress toward

strategic objectives outlined in the Wake Transit Work Plan and includes the performance achieved, the strategies being following, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan.

5. **Further Agreements:**

The Parties shall enter into such further agreements among themselves as required for the efficient coordination and delivery of the operations as set forth in Exhibit A. Such further agreements shall be subject to this Agreement and the adopted FY18 Wake County Work Plan.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Severability**

If any provision of this Agreement or the Exhibits hereto are found to be unenforceable or if there is a breach of a specific provision, the remainder of the Agreement shall remain in full force and effect.

8. **Inability or Failure to Provide Project(s) or Implementation Element(s) ("Breach"):**

In the event that there is an inability or a failure to provide project(s) or implementation element ("breach") under the Agreement, the "breaching" Party shall provide sufficient notice to the TPAC Administrator and to the Parties to this Agreement. In their quarterly reporting, Parties are required to include any details of issues that may impact successful delivery of the projects or implementation element(s) as identified in Exhibit A.

Upon the TPAC administrator receiving notice of the "breach", the matter will be added to the TPAC meeting schedule. The TPAC will discuss the portion of the Agreement that is at issue and the majority of the TPAC shall make a recommendation on how to proceed. The Agreement may be terminated or amended based on recommendations from the TPAC.

The TPAC may provide the Implementing Party with a period of time to cure the breach to the reasonable satisfaction of the non-breaching party(ies). If the breach is not timely cured, or cannot be cured, the non-breaching Parties may elect to remove the breaching Party from the Agreement by an amendment that shall not require the signature of the breaching Party.

If a Party elects to withdraw from the Master Participation Agreement, shall serve

as immediate notice of a “breach” of this Agreement.

In the event the Agreement is terminated, parties may be required to satisfy any existing obligations to the satisfaction of the Parties.

In the event the Agreement is terminated, the TPAC shall amend their work plan to remove the specific project(s).

9. **Record Retention:**

All parties must adhere record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate

10. **Notices**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

Jeffrey Mann  
General Manager  
GoTriangle  
P.O. Box 13787  
Research Triangle Park, NC 27709

And with a copy to:

Shelley Blake  
General Counsel  
GoTriangle  
P.O. Box 13787  
Research Triangle Park, NC 27709

*<insert other Parties' Notice Info.>*

11. **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 Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by each Party's governing body. This Agreement is a valid and binding obligation of each Party.
- B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- D. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

12. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

13. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

14. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

15. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

16. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

17. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

18. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement 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 Agreement 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 Agreement shall be deemed for all purposes to be an original signed Agreement.

19. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any Municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

20. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

21. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

22. **No third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

**SIGNATURE PAGES FOLLOW**

GENERAL OPERATING AGREEMENT  
FOR BUS OPERATIONS

WAKE TRANSIT FY 2018

This Operating Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and \_\_\_\_\_ ("Implementing Party") and Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, Wake County, GoTriangle and CAMPO have adopted a governance structure for the implementation of the Wake Transit Plan by and through annual plans ("Wake Transit Work Plans") through the Wake Transit Governance Interlocal Agreement ("Governance ILA"); and

WHEREAS, the Governance ILA created the Transportation Planning Advisory Committee ("TPAC"), which has representation from all Wake County Municipalities, GoTriangle, CAMPO, Wake County, NC State, and RTP, is responsible for coordinating and recommending the planning and implementation of the Wake Transit Work Plan, and

WHEREAS, municipalities and entities eligible to receive funding through the Wake Transit Work Plans shall be signatories to the Wake Transit Master Participation Agreement ("Participation Agreement") and shall enter into an operating agreement per the Governance ILA; and

WHEREAS, the Parties to this Agreement are current signatories to the Participation Agreement, and

WHEREAS, the FY 2018 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle, and

WHEREAS, the FY 2018 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 28, 2017, and

WHEREAS, the Parties desire to implement the components of the 2018 Wake Transit Work Plan as adopted by GoTriangle and CAMPO;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement commences upon execution of the last party and terminates on December 31, 2018. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Scope, Funding, & Duties:**

The Parties agree to the provision of services detailed in the attached Exhibit A.

Funds are appropriated from the FY 2018 Triangle Tax District Wake Operating Ordinance, approved by GoTriangle, in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in the attached Exhibit A and in the FY 2018 Wake Transit Work Plan.

Implementing Agencies shall:

- (1) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item.
- (2) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include the accounting receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- (3) By signature of this agreement, verify that they have, or will implement, a financial management system adequate for monitoring the accumulation of costs.

3. **Billing**

A. **Responsibilities of the Implementing Party.**

The Implementing Party shall fund the cost of the services pursuant to Exhibit A on an up-front basis. The Implementing Party is responsible for ensuring funds are available to pay for the projects on Exhibit A prior to reimbursement by GoTriangle.

In special circumstances where an advance payment may be required, requests must be submitted using the Billing, Payment, and Reimbursement Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.

Requests for reimbursement may be submitted by the local participating entity as often as it is efficient and effective for the implementing party. The reimbursement request shall be emailed to [waketranstreimbursement@gotriangle.org](mailto:waketranstreimbursement@gotriangle.org).

All submissions must use the pre-approved Billing, Payment, and Reimbursement Template and include a signed statement by the requesting agency's Finance Officer or designee stating that funds were spent in accordance to the Wake Transit Work Plan and with laws, rules, and regulations and that the request for funds includes items due and payable. All requests shall be based on actual expenses incurred as recorded in the financial system.

Final reimbursements for expenses incurred as of June 30th shall be submitted by August 10, 2018.

**B. Responsibilities of GoTriangle.**

GoTriangle, as administrator of the Triangle Tax District, shall adhere to its responsibilities and obligations as set forth in the Governance ILA. GoTriangle will verify within five business days upon receipt, that the request is within the approved budget and it is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, including that receipt of the signed statement from the finance officer or designee. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file. In special circumstances where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

All disbursements from GoTriangle will be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act and the Wake Transit Financial Policies and Guidelines.

**4. Minimum Service Standards:**

The Parties agree to provide the high quality service in the implementation of the adopted FY2018 Wake Transit Work Plan and shall, at a minimum:

- A. Maintain all vehicles and facilities in accordance with a preventative maintenance program.
- B. Maintain the vehicles and facilities in a safe and dependable condition and cleaned regularly.
- C. Monitor services and respond to incidents in a timely and accurate manner.
- D. Conduct regular reviews of service including: safety, on-time performance, customer satisfaction, accessibility, cleanliness, security and records of

customer service training.

- E. Conduct public engagement activities in accordance with state and federal guidelines and agency and municipal policies and procedures, if applicable.

5. **Performance Reporting:**

Unless otherwise agreed in writing between Parties, each Implementing Party shall report operating statistics and ridership to the National Transit Database and to the North Carolina Department of Transportation Public Transportation Division.

The Implementing Agency also agrees to provide quarterly and annual reporting for the Reported Deliverables as identified in Exhibit A and as required by Section 6.01 and Section 8.02 of the Wake Transit Governance ILA using the pre-approved Wake Transit Reporting Template. The parties agree to share supporting documentation, if requested, in addition to the quarterly and annual reporting within the timeframes outlined within North Carolina General Statute pertaining to public records requests.

The Annual Wake Transit Report shall provide information regarding meeting strategic public transit objectives and include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and includes the performance achieved, the strategies being following, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan.

6. **Further Agreements:**

The Parties shall enter into such further agreements among themselves as required for the efficient coordination and delivery of the operations as set forth in Exhibit A. Such further agreements shall be subject to this Agreement and the adopted FY18 Wake County Work Plan.

7. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

8. **Severability**

If any provision of this Agreement or the Exhibits hereto are found to be unenforceable or if there is a breach of a specific provision, the remainder of the Agreement shall remain in full force and effect.

9. **Inability or Failure to Provide Project(s) or Implementation Element(s) ("Breach"):**

In the event that there is an inability or a failure to provide project(s) or implementation element ("breach") under the Agreement, the "breaching" Party shall provide sufficient notice to the TPAC Administrator and to the Parties to this Agreement. In their quarterly reporting, Parties are required to include any details of issues that may impact successful delivery of the projects or implementation element(s) as identified in Exhibit A.

Upon the TPAC administrator receiving notice of the "breach", the matter will be added to the TPAC meeting schedule. The TPAC will discuss the portion of the Agreement that is at issue and the majority of the TPAC shall make a recommendation on how to proceed. The Agreement may be terminated or amended based on recommendations from the TPAC.

The TPAC may provide the Implementing Party with a period of time to cure the breach to the reasonable satisfaction of the non-breaching party(ies). If the breach is not timely cured, or cannot be cured, the non-breaching Parties may elect to remove the breaching Party from the Agreement by an amendment that shall not require the signature of the breaching Party.

If a Party elects to withdraw from the Master Participation Agreement, shall serve as immediate notice of a "breach" of this Agreement.

In the event the Agreement is terminated, parties may be required to satisfy any existing obligations to the satisfaction of the Parties.

In the event the Agreement is terminated, the TPAC shall amend their work plan to remove the specific project(s).

10. **ADA and Paratransit Requirements:**

The Parties shall provide paratransit service within the ADA-required radius of their all day fixed-route bus services.

11. **Record Retention:**

All parties must adhere record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate

12. **Notices**



Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

Jeffrey Mann  
General Manager  
GoTriangle  
P.O. Box 13787  
Research Triangle Park, NC 27709

And with a copy to:

Shelley Blake  
General Counsel  
GoTriangle  
P.O. Box 13787  
Research Triangle Park, NC 27709

*<insert other Parties' Notice Info.>*

13. **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 Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by each Party's governing body. This Agreement is a valid and binding obligation of each Party.
- B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- D. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

14. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

15. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

16. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

17. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

18. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

19. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

20. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement 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 Agreement 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 Agreement shall be deemed for all purposes to be an original signed Agreement.

21. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

22. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

23. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

24. **No third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

**SIGNATURE PAGES FOLLOW**



# **Exhibit A**

Implementing /Operating Agency	GoTriangle	Parties to Agreement:	GoTriangle, CAMPO, Wake County
Total Tax District Administration Appropriation	\$373,083		
Project	1 FTE for Financial Oversight of Tax District		
Project ID from Work Plan	TO001-A		
FY 2018 Budget	\$153,750		
Scope	1 Full-time equivalent staff position to provide administrative support for financial oversight of the district. This is a carryover from FY17. Costs also include accessory administrative expenses associated with the employee's work		
Expected Implementation Date	July 1, 2017, carryover from FY17		
Reported Deliverables	1. Hire date		

Project	Overhead Administrative Costs
Project ID from Work Plan	TO001-B & TO001-C
FY 2018 Budget	\$ 219,333
Scope	\$19,333 to cover the additional audit cost of the Wake Operating Fund and the Wake Capital Fund. \$200,000 for financial advisory services in preparation for debt issuance and financial model.
Expected Implementation Date	1-Jul-17
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Report on Report on steps taken towards debt issuance.</li> <li>2. Copy of Draft CAFR to TPAC Budget and Finance Subcommittee and TPAC</li> <li>3. Progress a</li> </ol>



### Exhibit A

Implementing /Operating Agency	GoTriangle	Parties to Agreement:	GoTriangle, CAMPO
Total Transit Plan Administration Appropriation	\$930,902		
Project	Salaries and Benefits for 3.5 FTEs		
Project ID from Work Plan	TO002-A		
FY 2018 Budget	\$538,125		
Scope	This represents salary, benefits, and administrative costs for 1.5 FTE in public outreach and communications, 1 FTE managing the Wake County Multi-Year Bus Service Implementation Plan, and 1 FTE to manage the Wake County Fixed Guideway Corridors Major Investment Study.		
Expected Implementation Date	July 1, 2017, carryover from FY17		
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Report on outreach efforts</li> <li>2. Report study/plan milestones</li> <li>3. Hire date</li> </ol>		

Project	Multiple Administrative Projects
Project ID from Work Plan	TO002-B, TO002-C, & TO002-D
FY 2018 Budget	\$ 157,720
Scope	This combines similar administrative expense resulting from the implementation of the Wake Transit Plan, including but not limited to: mileage, training & conferences; specialized legal counsel; marketing and outreach efforts.
Expected Implementation Date	July 1, 2017
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Report on continuing professional education</li> <li>2. Engagement of outside attorney</li> <li>3. Outreach efforts</li> </ol>



Project	Transit Customer Surveys
Project ID from Work Plan FY 2018 Budget	TO002-F \$ 125,000
Scope	Ongoing transit customer surveys to continually evaluate user experiences as services are implemented over time.
Expected Implementation Date	July 1, 2017
Reported Deliverables	1. Summary reports of completed surveys

Project	Property maintenance, utilities and management
Project ID from Work Plan	TO002-H and TO002-I
FY 2018 Budget	\$ 75,057
Scope	This includes utilities for GoTriangle office space in downtown Raleigh for staff working on Wake Transit Plan issues (\$25,000). GoTriangle will also maintain properties for future passenger services in Wake Co. This also includes appraisal services for existing and potential sites.
Expected Implementation Date	July 1, 2017
Reported Deliverables	1. Summary of maintenance efforts 2. Report on appraisal activates
Project	Customer Feedback Management System
Project ID from Work Plan	TO002-J
FY 2018 Budget	\$ 35,000
Scope	This is a new, web-based customer feedback system. It will integrate with the existing call center. Applicable information for GoRaleigh and Go Cary will also be collected. Improved data collection will allow staff to focus on customer concerns in a more focused fashion.
Expected Implementation Date	July 1, 2017
Reported Deliverables	1. Response volume 2. "Themes" or common comments



## Exhibit A

Implementing Agency	CAMPO	Parties to Agreement:	Triangle Tax District(GoTriangle), CAMPO
Total Transit Plan Administration Appropriation	\$150,000		
Project	1 FTE for TPAC Administration/Transit Plan Implementation		
Project ID from Work Plan	TO002-L		
FY 2018 Budget	\$150,000		
Scope	CAMPO will employ one (1) full-time equivalent (FTE) staff position to provide administrative support for the Wake County Transit Planning Advisory Committee (TPAC) and its subcommittees. The position will be responsible for coordinating the TPAC's ongoing activities and proceedings, including leading the TPAC's decision-making processes and information dissemination. The position will also be responsible for compiling components of Wake Transit Work Plans. Expenses also include accessory administrative expenses related to the function of the FTE.		
Expected Implementation Date	First Quarter FY 2018		
Reported Deliverables	1. Employee start date		



## Exhibit A

Implementing /Operating Agency	Town of Cary	Parties to Agreement:	Triangle Tax District(GoTriangle), Town of Cary
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Total Transit Plan Administration	\$182,413
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Project	Marketing and Public Outreach Expenses Attributable to Wake County Transit Expansion
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Project ID from Work Plan	TO002-M
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FY 2018 Budget	\$35,000
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Scope	GoCary expenses for public outreach and marketing attributable to Wake County Transit Plan activities. These expenses are for services above and beyond what the Town incurs in expenses for the Town's existing services.
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Expected Implementation Date	1-Jul-17
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Reported Deliverables	1. Project Report
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Project	1 FTE for Coordinating Capital Projects
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Project ID from Work Plan	TO002-N
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FY 2018 Budget	\$147,413
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Scope	One (1) full-time equivalent staff position to function as the Town of Cary's transit capital projects coordinator. Administrative and one-time set-up expenses will be incurred related to the function of the employee's work. The position is responsible for capital project management, contract development and management, development review, project and stakeholder coordination and transit facility design necessary due to increased Wake County Transit Plan activities.
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Expected Implementation Date	First Quarter FY 2018
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Reported Deliverables	1. Date of Hire
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## Exhibit A

Implementing /Operating Agency	City of Raleigh	Parties to Agreement:	Triangle Tax District(GoTriangle), City of Raleigh
Total Transit Plan Administration Appropriation	\$150,000		
Project	1 FTE for Service Planning		
Project ID from Work Plan	TO002-P		
FY 2018 Budget	\$150,000		
Scope	1 FTE planner to fulfill administrative requirements for Wake Transit Plan to include, planning [bus, BRT, MIS & Rail studies] , attending meetings, committees, procurements, contract/construction management etc. Will focus primarily on BRT fixed guideway planning.		
Expected Implementation Date	First Quarter FY 2018		
Reported Deliverables	1. Date of Hire		



# **Exhibit A**

Implementing /Operating Agency	GoTriangle	Parties to Agreement:	Triangle Tax District(GoTriangle),CAMPO
Total Bus Operations Appropriation	\$1,749,590		
Project	Continuation of Fuquay-Varina Express Route		
Project ID from Work Plan	TO003-A		
FY 2018 Budget	\$406,220		
Scope	To be carried out by GoTriangle. Route FRX will continue to provide peak-period express service between Fuquay-Varina and downtown Raleigh, with 8 trips at an approximate 60-minute frequency. The service comprises 11.83 platform hours per operating weekday (7.25 revenue hours). Operations are contracted to GoRaleigh for \$82.50 per platform hour, and service is projected to operate for 251 weekdays in FY 2018. This project also includes a leased park-and-ride (\$4,500 in FY 2018) and three leased vehicles (\$165,240 in FY 2018).		
Expected Implementation Date	7/1/2017		
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Revenue Hours of Service</li> <li>2. Ridership</li> <li>3. Passengers per hour</li> </ol>		

Project	GoTriangle Route 100 Frequency Improvements
Project ID from Work Plan	TO003-B
FY 2018 Budget	\$ 433,080
Scope	To be carried out by GoTriangle. Route 100 will provide service every 30 minutes between 9:45 AM and 3:30 PM Monday-Friday and between 7:30 AM and 7:15 PM on Saturday. The service comprises 11.25 revenue hours per operating weekday and 21.33 revenue hours per operating Saturday. GoTriangle's budgeted cost is \$120.00 per revenue hour and the service is projected to operate for 226 weekdays and 50 Saturdays in FY 2018.
Expected Implementation Date	8/6/2017
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Revenue Hours of Service</li> <li>2. Ridership</li> <li>3. Passengers per hour</li> </ol>

Project	GoTriangle Route 300 Service
Project ID from Work Plan	TO003-C, TO003-D, TO003-E
FY 2018 Budget	\$ 910,290
Scope	To be carried out by GoTriangle. Route 300 will provide service every 30 minutes until about 7 PM on Monday-Saturday (with hourly service continuing to 10 PM), plus hourly service from 7:00 AM to 7:00 PM on Sunday. Some service begins on July 3, 2017 to replace Fortify service, comprising 13.70 revenue hours per operating weekday. The complete service begins August 6, 2017 and comprises 25.04 revenue hours per operating weekday, 14.50 platform hours per operating Saturday, and 12.50 platform hours per operating Sunday (Saturday and Sunday service being contracted to GoCary). GoTriangle's budgeted cost for weekday service is \$120.00 per revenue hour, and GoCary's is \$68.96 per platform hour. The service is projected to operate for 226 weekdays, 50 Saturdays, and 46 Sundays in FY 2018.
Expected Implementation Date	July and August 2017
Reported Deliverables	1. Revenue Hours of Service 2. Ridership 3. Passengers per hour





## Exhibit A

Implementing /Operating Agency	Town of Cary	Parties to Agreement:	Triangle Tax District(GoTriangle), Town of Cary
Total Bus Operations Appropriation	\$938,522		
Project	Sunday Service on All Routes		
Project ID from Work Plan	TO004-A		
FY 2018 Budget	\$476,182		
Scope	New Sunday fixed route service (14 hour span of service) which includes hourly service operations, between 7 a.m. and 9 p.m., include additional limited hourly service on four current Town holidays and related paratransit costs.		
Expected Implementation Date	August 6, 2017		
Reported Deliverables	<ol style="list-style-type: none"><li>1. Revenue Hours of Service</li><li>2. Ridership</li><li>3. Passengers per Hour</li></ol>		

Project Increase Midday Service

Project ID from Work Plan TO004-B

FY 2018 Budget \$362,340

Scope

Routes 3, 4, 5 & 6 increase frequency of service from hourly to every half hour between the midday off-peak period, 10 a.m. to 3 p.m. and related paratransit costs. Service is anticipated to begin August 7, 2017.

Expected Implementation Date August 7, 2017

Reported Deliverables

1. Revenue Hours of Service
2. Ridership
3. Passengers per Hour

Project Vehicle Leases

Project ID from Work Plan TO004-C

FY 2018 Budget \$100,000

Scope

Funds to lease two new expansion vehicles programmed through contractor lease/hourly rate of \$100,000 a year.

Expected Implementation Date: Encumbered First Quarter FY 2018

Reported Deliverables

1. Dates vehicles placed in service
2. Contractor invoice



## Exhibit A

Implementing /Operating Agency	City of Raleigh	Parties to Agreement:	Triangle Tax District(GoTriangle), City of Raleigh
Total Bus Operations Appropriation	\$1,550,920		
Project	Sunday Service Expansion		
Project ID from Work Plan	TO004-E		
FY 2018 Budget	\$1,357,045		
Scope	GoRaleigh currently operates 14 routes from 8 AM - 8 PM on Sundays. New Sunday service will be similar to our Saturday schedule with all routes operating, creating a standard weekend schedule. Most routes will begin service between 5-6 AM and operate hourly through the 10 PM departures.		
Expected Implementation Date	Anticipated August 6, 2017		
Reported Deliverables	<ol style="list-style-type: none"><li>1. Revenue Hours of Service</li><li>2. Ridership</li><li>3. Passengers per hour</li></ol>		

Project Increase Mid-day Service on Route 7

Project ID from Work Plan TO004-D

FY 2018 Budget \$193,875

Scope Allocated funding will add 10 mid-day trips Monday-Friday to the 7 South Saunders route bringing this service to a complete 15 minute frequency 7 AM -7 PM. This will complete GoRaleigh's 3rd High Frequency Corridor with service running every 15 minutes. This corridor is being studied in the MIS study for BRT service.

Expected Implementation Date Anticipated August 7, 2017

Reported Deliverables

1. Revenue Hours of Service
2. Ridership
3. Passengers per Hour



## Exhibit A

Implementing /Operating Agency	Wake County TRACS	Parties to Agreement:	Triangle Tax District(GoTriangle), Wake County TRACS
Total Bus Operations Appropriation	\$175,000		
Project	Provide additional demand response service, projected at 9,000 trips or 3,858 revenue hours, for rural Wake County residents		
Project ID from Work Plan	TO004-F		
FY 2018 Budget	\$175,000		
Scope	To complement the existing fixed-route system by linking rural residents currently without access to those transportation resources		
Expected Implementation Date	First Quarter FY 2018		
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Revenue Service/Hour</li> <li>2. Unduplicated Customers Served</li> <li>3. Trips</li> </ol>		



## Exhibit A

Implementing/ Operating Agency	Town of Wendell	Parties to Agreement:	Town of Wendell, Triangle Tax District(GoTriangle)
Total Bus Operations Appropriation	\$4,200		
Project	ZWX Funding - Wendell Lease		
Project ID from Work Plan	TO003-G		
FY 2018 Budget	\$4,200		
Scope	Continuity of Town of Wendell's Contribution for Zebulon-Wendell Express Park- and-Ride Lease		
Expected Implementation Date	July 1 2017		
Reported Deliverables	1. Ridership at Stop		



## Exhibit A

Implementing /Operating Agency	Town of Zebulon	Parties to Agreement: Triangle Tax District(GoTriangle), Town of Zebulon
Total Bus Operations Appropriation	\$5,516	
Project	Continuity of Town's Contribution for Zebulon-Wendell Express Park-and-Ride	
Project ID from Work Plan	T0003-H	
FY 2018 Budget	\$5,516	
Scope	Lease and maintenance costs currently funded by the Town of Zebulon will transition to being funded by Wake Transit tax proceeds.	
Reported Deliverables	<ol style="list-style-type: none"><li>1. Ridership at Stop</li><li>2. Maintenance Performed (quarterly)</li></ol>	



### Exhibit A

Implementing /Operating Agency	GoTriangle/Town of Knightdale	Parties to Agreement: Triangle Tax District(GoTriangle), Town of Knightdale
Total Bus Operations Appropriation	\$43,000	
Project	Continuity of Town's Contribution for Knightdale-Raleigh Express	
Project ID from Work Plan	TO003-F	
FY 2018 Budget	\$43,000	
Scope	Continuity of Town's Contribution for Knightdale-Raleigh Express Service. The Town currently contributes 1/3rd of operating. This request assumes that all reporting and deliverables would still be completed by GoTriangle with the Town simply requesting the Town's share.	
Reported Deliverables	1. 2. 3.	Revenue Service/Hour Ridership Cash Fares





### Exhibit A

Implementing Agency	City of Raleigh	Parties to Agreement:	Triangle Tax District(GoTriangle), City of Raleigh
Total Bus Capital Appropriation	\$4,000,000		
Project	Bus Purchase		
Project ID from Work Plan	TC001-B		
FY 2018 Budget	\$4,000,000		
Scope	A purchase order will be issued for the purchase of 8 - 40' CNG transit buses to start expansion of services for the Wake Transit Plan in FY19. City of Raleigh has a current contract for purchase of CNG buses with Gillig bus.		
Expected Implementation Date	Purchase Order to be issued first quarter FY 2018		
Reported Deliverables	<ol style="list-style-type: none"><li>1. Purchase Order</li><li>2. Delivery Dates</li><li>3. Dates Placed in Service</li></ol>		



# **Exhibit A**

Implementing /Operating Agency	GoTriangle	Parties to Agreement:	Triangle Tax District(GoTriangle), CAMPO
Total Bus Capital Appropriation	\$4,000,000		
Project	Acquisition of 8 expansion vehicles for use by GoTriangle		
Project ID from Work Plan	TC001		
FY 2018 Budget	\$4,000,000		
Scope	To be carried out by GoTriangle. GoTriangle will purchase eight 40-foot low-floor transit buses to support new services anticipated to begin in FY 2019, such as new routes or peak frequency increases on existing routes. The vehicles will be ordered in FY 2018 with an anticipated delivery timeframe between July and December 2018.		
Expected Implementation Date	PO to be issued August 2017		
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Purchase Order</li> <li>2. Delivery Dates</li> <li>3. Dates Placed in Service</li> </ol>		



## Exhibit A

Implementing Agency	Town of Cary	Parties to Agreement:	Triangle Tax District(GoTriangle), Town of Cary, CAMPO
Bus Infrastructure Appropriation	\$538,000		
Project	ADA Bus Stop Improvements		
Project ID from Work Plan	TC002-C		
FY 2018 Budget	\$ 495,000		
Scope	Design and construction for systemwide bus stop improvements in accordance with Americans with Disabilities Act (ADA) standards. Includes new ADA-compliant bus stops for new services anticipated for implementation in FY 2019 or beyond. Improvements include the installation of boarding pads, benches, bike racks, access ramps, sidewalks, and other associated amenities. A portion of these funds will be used to match federal funds.		
Expected Implementation Date	Second Quarter FY 2018		
Reported Deliverables	1. Contractor Invoice 2. Number of Bus Stops Improved		

Project Bus Stop Sign Replacements

Project ID from Work Plan TC002-D

FY 2018 Budget \$ 43,000

Scope Replacement of existing bus stop signs and installation of new bus stop signs for expansion services systemwide to reflect new GoCary branding.

Expected Implementation Date Second Quarter FY 2018

Reported Deliverables

1. Date of sign installation completion
2. Number of signs installed



## Exhibit A

Implementing Agency	City of Raleigh	Parties to Agreement: Triangle Tax District(GoTriangle), City of Raleigh
Total Bus Infrastructure Appropriation	\$1,640,000	
Project	New Bus Shelters and Stop Improvements	
Project ID from Work Plan	TC002-I	
FY 2018 Budget	\$500,000	
Scope	City of Raleigh is currently closing out a contract for engineering and design work and will be letting a contract for E/D services to provide up to 200 ADA accessible shelter/bench sites throughout the City of Raleigh. This funding will provide approximately 15-20 sites based on location. Sites are selected based on ridership [25+ boardings per day] and spaced geographically across the City. Staff will also consider locations on proposed high frequency corridors that may be implemented in FY19 in order to ensure a successful start.	
Estimated Implementation Date	First Quarter FY 2018	
Reported Deliverables	1. Delivery of new shelter sites	

Project	Construction of Poole Road P/R Facility
Project ID from Work Plan	TC002-G
FY 2018 Budget	\$1,140,000
Scope	Construction of a 130 space park and ride facility will begin in FY18. The property is currently owned by the City of Raleigh and is located at the corner of Poole Road and Bus Way, adjacent to the GoRaleigh Bus Operations and Maintenance facility.
Estimated Implementation Date	Second Quarter FY 2018
Reported Deliverables	<ol style="list-style-type: none"> <li>1. Construction updates to be provided quarterly</li> <li>2. Certificate of Occupancy</li> </ol>



# **Exhibit A**

Implementing /Operating Agency	GoTriangle	Parties to Agreement:	GoTriangle and CAMPO
Total Capital Planning Appropriation	\$2,042,000		
Project	Fixed Guideway Transit Corridors Major Investment Study		
Project ID from Work Plan	TC003-A		
FY 2018 Budget	\$2,000,000		
Scope	To be carried out by GoTriangle, CAMPO, and the City of Raleigh. The fixed guideway corridors identified in the Wake County Transit Plan will be studied to refine the alternatives and develop projects for environmental		
Reported Deliverables	1. Performance Standards, Project Evaluation Framework, Initial Ridership Estimates, and Operations and Maintenance Cost Memos 2. Concurrence "Checklist" document with project milestones and flowchart 3. Commuter Rail and Bus Rapid Transit Alternatives and Risk Assessments		
Project	Land Use and Housing Planning for Fixed Guideway Corridors		
Project ID from Work Plan	TC003-C		
FY 2018 Budget	\$42,000		
Scope	To be carried out by Triangle J Council of Governments on behalf of GoTriangle. TJCOG will inventory existing and planned use and affordable housing in all fixed guideway transit corridors identified in the Wake County Transit Plan to prepare for station-area planning efforts and applications for state and federal project funding.		
Reported Deliverables	1. Reports on study progress		