

NORTH CAROLINA

WAKE COUNTY

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, a body politic, and regional planning agency organized under Article 16 of Chapter 136 of the N.C. General Statutes, (“CAMPO”), and the Wake County Board of Education (“WCPSS”) (collectively, the “Parties”).

RECITALS AND BACKGROUND

As a multi-county regional transportation agency, and pursuant to its enabling authority, CAMPO is responsible for assessing regional transportation needs, assembling and analyzing information pertinent to regional transportation needs, and developing plans, strategies, and programs to address those needs. In furtherance of its responsibilities, CAMPO has established the “Safe Routes to Schools” program to monitor, manage, and improve means by which students travel to and from their residences to schools, either by bicycles or on foot. CAMPO and WCPSS recognize and acknowledge the mutual benefits of safe and efficient student transportation and travel to and from their schools, including by bicycles and on foot. The Parties further acknowledge that, while information regarding students’ use of school transportation has been obtained, used, and is generally available, specific and reliable information is currently unavailable on travel to and from schools by foot or on bicycle. To that end, CAMPO and WCPSS will cooperate in gathering pertinent and useful information concerning student transportation practices (emphasizing foot and bicycle transport), assembling and sharing such information to plan for and improve the transportation practices of students, and utilizing such information as appropriate in planning by CAMPO and local governments for future transportation infrastructure that will support the goals of the Safe Routes to Schools program.

## TERMS

In consideration of the Recitals; CAMPO's and WCPSS's respective duties and responsibilities, to promote and advance effective transportation planning, including transportation means involving the public schools and their students; and other good and valuable consideration, WCPSS and CAMPO agree as follows:

### 1. General Undertakings of WCPSS and CAMPO

- (a) Beginning with the 2020-2021 school year, WCPSS shall twice annually- once in fall and once in spring- conduct surveys to assess patterns for walking and bicycling to school. While the parties will work together in establishing specific dates for the System-wide surveys during the term of this Agreement, target dates are set for: November, 2020, April, 2021, November, 2021, and successive April and November dates in years 2022, 2023, 2024, and 2025, respectively. In the event of a school closure for students that lasts for at least half of a semester, a survey will not be completed for that semester. This information will be used to more appropriately provide technical assistance and support safe foot and bicycle transportation to schools. The information gathered in these surveys will be used to assist CAMPO and local governmental units to identify and prioritize potential upgrades to transportation and transportation safety infrastructure that enhance pedestrian and bicycle access to WCPSS schools.
- (b) Surveys may be conducted by use of *Google Forms*, *Qualtrics*, *Survey Monkey*, or other online survey tools appropriate for this undertaking. Attached to this Agreement as Exhibit 1 (for illustrative purposes only) is a "Safe Routes to Schools Arrival and Departure Tally Sheet."
- (c) WCPSS and CAMPO will cooperate and work together in identifying information to be solicited in the surveys. At a minimum, the questions posed by the survey shall include:

- School name
- Respondent name and contact information (i.e., principal, assistant principal, etc.)
- Date/School year
- Self-reported numbers of students walking or biking from home to school, and, from school to home.
- Whether the surveyed schools have written policies or procedures regarding walking or biking to school.

Any self-reported numbers shall be reported in the following ranges of students: fewer than 10; 11-20; 21-30; 31-40; 41-50; 51-60; 61-70; 71-80; 81-90; 91-100; more than 100 broken down into increments of 10. The parties may agree to include additional survey questions provided they are approved in writing by the designees listed in Paragraph 4. However, under no circumstance shall the survey seek or report personally identifiable information about students. Following the initial survey, and the integration of survey results with CAMPO-derived information regarding Walk Zones, WCPSS will (with CAMPO consultation and input), determine which schools are candidates for future surveys on an ongoing basis.

*(Add other Specific undertakings by the Parties or objectives of the program)*

## 2. Duration of Agreement; Time of Performance; Extensions.

This Agreement shall be effective for a period of five (5) years from the date of execution by the Parties. The Parties further agree that the surveys and analyses to be performed hereunder shall be substantially completed during each year within the term of this Agreement. The Agreement may be extended or renewed upon mutual written agreement of the Parties.

Either party may terminate this Agreement at any time at its complete discretion upon twenty (20) calendar days' notice in writing prior to the date of termination.

### 3. Privacy of All Student Information and Limits on Re-disclosure.

The Parties acknowledge that protecting student information, and preventing the disclosure of student information, is a prime concern. The Parties further agree that it is not the intent of this Agreement to provide personally identifiable information about students. Nonetheless, CAMPO agrees that any personally identifiable student information inadvertently obtained during the course of this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as WCPSS policies. CAMPO shall immediately return to WCPSS all student records or personally identifiable information about students inadvertently obtained by CAMPO while providing services under this Agreement. Nothing in this Agreement gives CAMPO any right to access any student records or personally identifiable information. It is further the intent of the Parties to protect the use of aggregated student information and limit such use and re-disclosure as set forth below.

(a) Permissible Use of WCPSS Information. The Parties agree that survey results or other information provided pursuant to this Agreement shall only be used for the purpose of Safe Routes to Schools projects or any related initiative that has as its purpose identifying and prioritizing infrastructure improvements that are designed to improve safety for students who walk or bike to school and/or enhance the accessibility of areas surrounding school campuses in order to enable more students to walk or bike to school. The information provided pursuant to this Agreement may also be used for the purpose of seeking funding for such Safe Routes to School projects or related projects.

(b) Permissible Re-disclosure. The Parties agree that CAMPO may re-disclose survey results or other non-identifiable information received pursuant to this Agreement to governmental entities or grant-making authorities for the purposes addressed in Paragraph 3(a). CAMPO further agrees that any survey data shall only be reflected or reported in an aggregate manner that would not allow a reasonable person in the school community to identify a particular student(s) with reasonable certainty.

(c) Restriction on Other Re-disclosures. Except as required by law, CAMPO agrees not to disclose its survey data or any other information received pursuant to this agreement.

#### 4. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

CAMPO:

Mr. Kenneth Withrow  
Senior Transportation Planner  
421 Fayetteville Street  
Raleigh, N.C. 27601  
[Kenneth.Withrow@ccampo-nc.us](mailto:Kenneth.Withrow@ccampo-nc.us)

WCPSS:

Wade Martin  
Assistant Superintendent for School Choice, Planning and Assignment  
Crossroads I  
5625 Dillard Drive  
Cary, NC 27518  
[wmartin@wcpss.net](mailto:wmartin@wcpss.net)

#### 5. Non-discrimination

In consideration of the signing of this agreement, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this agreement, no matter how remote. The parties further agree in all respects to conform with the provisions and intent to City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. This

provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this agreement.

6. Assignment

This Agreement may not be assigned without the express written consent of the City and WCPSS.

7. Applicable Law

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

8. Miscellaneous

(a) Contract Funding. It is understood and agreed between the Parties that nothing in this Agreement entitles a party to any payment or funding from the other party.

(b) Relationship of Parties. Nothing herein shall be construed as creating a partnership or joint venture between the parties; nor shall any employee of CAMPO be construed as an employee, agent, or principal of WCPSS.

(c) Amendments. This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.

(d) Incorporation of Documents/Complete Agreement. This Agreement, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, agreements or Contracts regarding the matters addressed herein.

(e) Attachments. Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:

(f) Counterparts and Execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."

(g) Authority to Enter Agreement. The person(s) executing this Agreement on behalf of each party has the authority to do so as an official, binding act of the party.

IN WITNESS WHEREOF, the Parties have duly entered into the forgoing Agreement, with proper authority given by their respective governing bodies, the day and year first above written.

CAPITAL AREA  
METROPOLITAN PLANNING  
ORGANIZATION

WAKE COUNTY  
BOARD OF EDUCATION

By:

By:

\_\_\_\_\_  
Printed Name:

Title:

\_\_\_\_\_  
Printed Name:

Title: