

FY2023 Wake Transit Work Plan Agreement Groupings and Project Reporting Deliverables

<u>Groupings:</u>		<u>Amount:</u>
General Operating - Bus Operation	General Opt-Bus Operation'!A1	22,808,758
General Operating - Transit Plan Admin	General Opt-Transit Plan Admin '!A1	5,479,393
General Operating - Tax District Admin	General Opt-Tax Dist Admin'!A1	551,371
Special Funding -YGP - GoTriangle	GoTriangle Youth GoPass'!A1	5,000
General Capital - Bus Infrastructure	General Capt-Bus Infrastructure'!A1	17,711,713
General Capital - Bus Acquisition - City of Raleigh	General Capt-COR VAQ'!A1	2,652,840
General Capital - Bus Acquisition - GoTriangle	General Capt-GOT VAQ'!A1	1,000,000
General Capital - Community Funding Area - Town of Fuquay-Varina	General Capt-FV'!A1	50,000
Special Capital - Bus Infrastructure- GoRaleigh	Special Capt-GoRaleigh'!A1	7,800,000
Special Capital -Bus Infrastructure - GoTriangle	Special Capt-GOT'!A1	9,110,000
Special Capital - BRT - GoRaleigh	Special Capt-BRT'!A1	7,630,000
Special Operating & Capital Technology - Raleigh & Cary	R&C Technology'!A1	35,000
Special Operating & Capital Technology - GoTriangle	GoTriangle Technology '!A1	15,000
Total		74,849,075
Reserve Technology	N/A	1,081,600
Community Funding Area Program Project Sppnsor Pending	N/A	902,963
Total including Reserve		76,833,638

GoCary General Operating Funding Agreement: Bus Operations		
1) Increase Midday Frequencies on Pre-Existing Routes - TO004-B	\$	561,614
2) Sunday and Expanded Holiday Service on All Pre-Existing Routes - TO004-A	\$	466,425
3) Apex-Cary Express - TO005-BE	\$	170,820
4) GoCary Complementary ADA Services - TO005-BI	\$	165,165
5) Weston Parkway Route - TO005-H	\$	1,057,402
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery		
6. On-time performance		

GoRaleigh General Operating Funding Agreement: Bus Operations		
1) Fuquay-Varina Express Route - TO003-A	\$	471,547
2) Increase Frequency on Route 7 (South Saunders) - TO004-D	\$	110,369
3) Increase Sunday Service Span - TO004-E	\$	1,874,590
4) Southeast Raleigh Route Package (4 Routes) - TO005-I	\$	2,251,041
5) NW Raleigh Route Package (4 Routes) - TO005-J	\$	2,956,358
6) Route 33 / New Hope - Knightdale - TO005-P	\$	425,002
7) New Route 401 – Rolesville Express - TO005-Q	\$	125,024
8) Route 20: Garner - TO005-R	\$	1,510,824
9) GoRaleigh Complementary ADA Services - TO005-BJ	\$	1,514,832
10) Improvements to Route 21 - Caraleigh- TO005-AL	\$	506,171
11) Glenwood Route Package - TO005-AM	\$	1,018,263
12) New Route 9 - Hillsbough Street	\$	670,680
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery		
6. On-time performance		
13) Rolesville Park-and-Ride Lease - TO005-S	\$	10,000
Deliverables		
1. Status of executed lease agreement		
2. Utilization of facility (report what is known about utilization on a rolling quarterly basis); if available, measured at each site by applying drive-to access mode percentage to stop ridership based on percentages observed from rider surveys		
14) Maintenance of Bus Stops & Park-and-Ride Facilities - TO005-V	\$	259,462
Deliverables		
1. General summary of quarterly maintenance and upkeep efforts		
2. Number of applicable sites maintained		

Wake Forest General Operating Funding Agreement: Bus Operations		
1) Wake Forest Loop: Reverse Circulator - TO005-AA	\$	375,235
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery (N/A on this project)		
6. On-time performance		

Morrisville General Operating Funding Agreement: Bus Operations		
1) Operation of Node-Based Smart Shuttle - TO005-BG	\$	347,270
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery (N/A on this project)		
6. On-time performance		

GoTriangle General Operating Funding Agreement: Bus Operations		
1) Route 100 Frequency and Sunday Span Improvements - TO005-A	\$	607,005
2) Route 300 Improvements - TO005-B	\$	681,596
4) Additional Trips for Durham-Raleigh Express - TO005-C	\$	314,190
5) Reliability Improvements for Chapel Hill-Raleigh Express - TO005-D	\$	68,795
6) New Route 310: RTC-Cary - TO005-X	\$	1,366,838
7) Improvements to Route 305: Holly Springs-Apex Raleigh - TO005-AC	\$	1,538,988
8) Route NRX / North Raleigh Express - TO005-AS	\$	70,623
9) Route - Reallocation - N/A*	\$	(355,146)
10) GoTriangle Complimentary ADA Services - TO005-BH	\$	480,095
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery		
6. On-time performance		
11) Extension of Regional Information Center Hours - TO005-E	\$	26,922
Deliverables		
1. Phone Call Report		
2. Results of customer satisfaction survey		
12) Short Term Park-and-Ride Leases - TO005-F	\$	96,920
Deliverables		
1. Status of executed lease agreement		
2. Utilization of facility (report what is known about utilization on a rolling quarterly basis); if available, measured at each site by applying drive-to access mode percentage to stop ridership based on percentages observed from rider surveys		
* - Route Reallocation will be assigned to current Wake Transit project in the Bus Operating Agreement		

Wendell General Operating Funding Agreement: Bus Operations		
1) Contribution toward Zebulon-Wendell Express Park and Ride - TO003-G	\$	4,636
Deliverables		
1. Status of executed lease agreement		
2. Utilization of facility (report what is known about utilization on a rolling quarterly basis); if available, measured at each site by applying drive-to access mode percentage to stop ridership based on percentages observed from rider surveys		

Zebulon General Operating Funding Agreement: Bus Operations		
1) Contribution toward Zebulon-Wendell Express Park and Ride - TO003-H	\$	6,241
Deliverables		
1. Status of executed lease agreement		
2. Utilization of facility (report what is known about utilization on a rolling quarterly basis); if available, measured at each site by applying drive-to access mode percentage to stop ridership based on percentages observed from rider surveys		

Wake County General Operating Funding Agreement: Bus Operations		
1) Rural General Public and Elderly and Disabled Demand Response Service Expansion - TO005-G1	\$	607,000
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery		
6. On-time performance		
2) Demand Response Service Expansion - TO005-G2	\$	37,425
Deliverables		
1. Status of hire		
2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)		
3. Average Queue Time (Minutes)		

Apex General Operating Funding Agreement: Bus Operations		
1) GoApex Route 1: Fixed-Route Circulator - TO005-BF	\$	408,534
Deliverables		
1. Revenue hours of service		
2. Ridership		
3. Passenger boardings per revenue hour		
4. Operating cost per passenger boarding		
5. Farebox recovery (N/A on this project)		
6. On-time performance		

CAMPO General Operating Funding Agreement: Transit Plan Administration	
1) 4.0 FTE -Program Manager - TO002-V -Transit Planner - TO002-W -TPAC Administration - TO002-L -Senior Transit Planner/Analyst - TO002-BC Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 588,366

GoCary General Operating Funding Agreement: Transit Plan Administration	
1) 5.5 FTE -Transportation Analyst - TO002-AC -Transportation Program Coordinator - TO002-AD -(0.5 FTE) Position Upgrade & Reorganization - Deputy Transit Administrator - TO002 -AE -Coordination/Management of Capital Projects - TO002-N - Transportation Outreach and Communications Coordinator- TO002-AR - Transit Planner - TO002-AV Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 795,584
2) Marketing of New Bus Services - TO002-M Deliverables 1. Report on funded outreach and marketing efforts	\$ 67,195

GoRaleigh General Operating Funding Agreement: Transit Plan Administration	
1) 10.0 FTE -Transportation Analyst - TO002-AG -Transit Planner - TO002-AH -Traffic Signal Timing Analyst - TO002-AI -Service Planning - T-0002P -Senior Engineer - TO002-AJ -Procurement Analyst - TO002-AO -Transportation Planning Analyst (Paratransit) - TO002-AP -Fiscal Analyst - TO002-AZ -Engineering & Construction Manager - TO002-BA -Senior Real Estate Analyst - TO002-BB Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 1,345,931
2) Transit Office Space Lease for Transit Staff - TO002-AS Deliverables 1. Status of executed lease agreement 2. Date of office space occupation 3. General ongoing status update of space utilization	\$ 164,475
3) Marketing for Bus System Expansion - TO002-AK Deliverables 1. Report on funded outreach and marketing efforts	\$ 50,000

CAMPO General Operating Funding Agreement: Transit Plan Administration	
1) Administrative Expenses (Legal, Technical Support, Financial Review Services) Deliverables 1.Summary of specific performance tracker maintenance tasks supported by allocated funds. 2. Report on miscellaneous Administrative Expenses supported by allocated funds.	\$ 35,000

GoTriangle General Operating Funding Agreement: Transit Plan Administration	
1) 14.1 Positions FTE - (5.5 FTE) Project Implementation Staff - TO002-AQ - (1.0 FTE) Paralegal - TO002-R - (0.6 FTE) Project Implementation Director - TO002-S - (0.5 FTE) Wake Transit Program Coordinator - TO002-T - (3.5 FTE) Public Engagement Team- TO002-AT - (0.4 FTE) Performance Data Analyst - TO002-U - (.6 FTE) Project Manager for Regional Technology Integration - TO002-Y - (1.0 FTE) Transit Service Planner - TO002-A2 - (1.0 FTE) Communications Coordinator - TO002-AU Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 1,873,530
2) Outside Legal Counsel; Utilities for Wake County Satellite Office - TO002-C / TO002-H Deliverables 1. Report on Miscellaneous Administrative Expenses 2. Report on Outside Legal Counsel 3. Report on satellite office Transit Customer Surveys - TO002-F	\$ 54,517
	\$ 137,977
Deliverables 1. Summary reports of completed surveys	
3) Outreach / Marketing / Communications for Transit Plan Administration - TO002-D Deliverables 1. Report on outreach efforts 2. Report on miscellaneous marketing efforts	\$ 150,000
4) Property Maintenance, Repairs, & Appraisals - TO002-I Deliverables 1. Summary of maintenance efforts 2. Report on appraisal activities	\$ 55,253
5) Customer Feedback Management System - TO002-J Deliverables 1. Response volume 2."Themes" or common comments	\$ 25,625
6) Paratransit Office Space Lease - TO002-AA Deliverables 1. Date of office space occupation 2. General ongoing status update of space utilization	\$ 99,809
7) Operations & Maintenance Facility for Passenger Amenity Storage - TO002-AL Deliverables 1. Number of shelters, benches, and other transit-related amenities that are stored at the space 2. Cost saving realized by not having to lease or purchase additional space to store and fabricate benches and shelters	\$ 10,506
8) NCSU Triangle Regional Model Service Bureau Contract Share - TO002-AX Deliverables 1. Quarter Wake Transit Funded share submitted. 2. Report on material activities in regards to the Wake Transit Funded Share (if any)	\$ 25,625

Tax District Administration General Operating Agreement

1) 3.0 FTE \$ 389,680
- 3.0 FTE: Tax District Administration Finance Team - *TO001-F*

Deliverables

1. Status of hire
2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)

2) Financial Consulting; Overhead Administrative Costs – Tax District Audits - *TO001-C / TO001-B* \$ 161,691

Deliverables

1. Report on Debt Issuance
2. Audit Progress

CAMPO General Operating Funding Agreement: Transit Plan Administration		GoTriangle General Operating Funding Agreement: Transit Plan Administration	
1) 4.0 FTE -Program Manager - TO002-V -Transit Planner - TO002-W -TPAC Administration - TO002-L -Senior Transit Planner/Analyst - TO002-BC Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 588,366	1) 14.1 Positions FTE - (5.5 FTE) Project Implementation Staff - TO002-AQ - (1.0 FTE) Paralegal - TO002-R - (0.6 FTE) Project Implementation Director - TO002-S - (0.5 FTE) Wake Transit Program Coordinator - TO002-T - (3.5 FTE) Public Engagement Team- TO002-AT - (0.4 FTE) Performance Data Analyst - TO002-U - (.6 FTE) Project Manager for Regional Technology Integration - TO002-Y - (1.0 FTE) Transit Service Planner - TO002-A2 - (1.0 FTE) Communications Coordinator - TO002-AU Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 1,873,530
GoCary General Operating Funding Agreement: Transit Plan Administration		GoRaleigh General Operating Funding Agreement: Transit Plan Administration	
1) 5.5 FTE -Transportation Analyst - TO002-AC -Transportation Program Coordinator - TO002-AD -(0.5 FTE) Position Upgrade & Reorganization - Deputy Transit Administrator - TO002 -AE -Coordination/Management of Capital Projects - TO002-N - Transportation Outreach and Communications Coordinator- TO002-AR - Transit Planner - TO002-AV Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 795,584	2) Outside Legal Counsel; Utilities for Wake County Satellite Office - TO002-C / TO002-H Deliverables 1. Report on Miscellaneous Administrative Expenses 2. Report on Outside Legal Counsel 3. Report on satellite office Transit Customer Surveys - TO002-F Deliverables 1. Summary reports of completed surveys	\$ 54,517
2) Marketing of New Bus Services - TO002-M Deliverables 1. Report on funded outreach and marketing efforts	\$ 67,195	3) Outreach / Marketing / Communications for Transit Plan Administration - TO002-D Deliverables 1. Report on outreach efforts 2. Report on miscellaneous marketing efforts	\$ 150,000
1) 10.0 FTE -Transportation Analyst - TO002-AG -Transit Planner - TO002-AH -Traffic Signal Timing Analyst - TO002-AI -Service Planning - T-0002P -Senior Engineer - TO002-AJ -Procurement Analyst - TO002-AO -Transportation Planning Analyst (Paratransit) - TO002-AP -Fiscal Analyst - TO002-AZ -Engineering & Construction Manager - TO002-BA -Senior Real Estate Analyst - TO002-BB Deliverables 1. Status of hire 2. Quarterly staff highlights (functions, deliverables, or accomplishments – may be provided as single report by project sponsor for all staff)	\$ 1,345,931	4) Property Maintenance, Repairs, & Appraisals - TO002-I Deliverables 1. Summary of maintenance efforts 2. Report on appraisal activities	\$ 55,253
2) Transit Office Space Lease for Transit Staff - TO002-AS Deliverables 1. Status of executed lease agreement 2. Date of office space occupation 3. General ongoing status update of space utilization	\$ 164,475	5) Customer Feedback Management System - TO002-J Deliverables 1. Response volume 2."Themes" or common comments	\$ 25,625
3) Marketing for Bus System Expansion - TO002-AK Deliverables 1. Report on funded outreach and marketing efforts	\$ 50,000	6) Paratransit Office Space Lease - TO002-AA Deliverables 1. Date of office space occupation 2. General ongoing status update of space utilization	\$ 99,809
CAMPO General Operating Funding Agreement: Transit Plan Administration		7) Operations & Maintenance Facility for Passenger Amenity Storage - TO002-AL Deliverables 1. Number of shelters, benches, and other transit-related amenities that are stored at the space 2. Cost saving realized by not having to lease or purchase additional space to store and fabricate benches and shelters	\$ 10,506
1) Administrative Expenses (Legal, Technical Support, Financial Review Services) Deliverables 1.Summary of specific performance tracker maintenance tasks supported by allocated funds. 2. Report on miscellaneous Administrative Expenses supported by allocated funds.	\$ 35,000	8) NCSU Triangle Regional Model Service Bureau Contract Share - TO002-AX Deliverables 1. Quarter Wake Transit Funded share submitted. 2. Report on material activities in regards to the Wake Transit Funded Share (if any)	\$ 25,625

GoRaleigh General Capital Funding Agreement: Bus Acquisition

1) Acquisition of Fixed Route Vehicles (3 buses - 1 new and 2 replacement) - <i>TC001-E & TC001-F</i>	\$	2,061,832
2) Paratransit Replacement Vehicles - <i>TC001-J</i>	\$	411,008
3) Replacement and Expansion of Support Vehicles - <i>TC001-L</i>	\$	180,000

Deliverables

1. Date of order / release of purchase order, indicating number of vehicles
2. Date of receipt and date vehicles accepted, indicating number of vehicles

GoTriangle General Capital Funding Agreement: Bus Acquisition

1) Purchase/Repower 40-Foot Diesel, CNG, or Electric Vehicles - *TC001-D* \$ 1,000,000

Deliverables

1. Date of order / release of purchase order, indicating number of vehicles
2. Date of receipt and date vehicles accepted, indicating number of vehicles

Town of Fuquay-Varina General Capital Funding Agreement: Community Funding

1) Transit Feasibility Plan - *TC003-S* \$ 50,000

Deliverables

1. Billable hours or other costs expended on project by quarter by selected contractor
2. Scope tasks/phases completed or percentage of scope tasks/phases completed by quarter

GoTriangle Special Operating Funding Agreement: Youth GoPass

3) GoTriangle \$ 5,000

Project ID - TO005-L1

Deliverables

1. Youth Ridership (ages 13-18) - Totals & By Route
2. Number of Passes Provided by Transit Provider
3. Number of Passes Provided by Partner Agency

GoRaleigh **Special** Capital Funding Agreement: Bus Infrastructure

1) GoRaleigh / GoWake Access Paratransit Maintenance & Operations Facility - <i>TC002-V</i>	\$ 2,000,000
2) Expansion of GoRaleigh Operations Facility - <i>TC002-BI</i>	\$ 5,800,000

Deliverables

1. For each project phase (planning, design, land acquisition, construction, etc.):

- a. Date RFP/RFQ released for professional services or construction
- b. Date contract awarded for professional services or construction
- c. Date of completion for each phase
- d. If land acquisition, date of closing on property

2. . If concurrence framework applies, date of concurrence for established concurrence points/milestones

GoTriangle **Special** Capital Funding Agreement: Bus Infrastructure

1) New Raleigh Union Station Bus Facility - TC002-A 9,110,000

Deliverables

1. For each project phase (planning, design, land acquisition, construction, etc.):
 - a. Date RFP/RFQ released for professional services or construction
 - b. Date contract awarded for professional services or construction
 - c. Date of completion for each phase
 - d. If land acquisition, date of closing on property
2. If concurrence framework applies, date of concurrence for established concurrence points/milestones
3. Report all deliverables per the Design/Artist Retention Fee policy

GoRaleigh **Special** Capital Funding Agreement: BRT Planning

1) Southern Corridor Bus Rapid Transit Facility - TC005-A2 \$ 7,630,000

Deliverables

1. Date RFP/RFQ released for project development professional services for each BRT project/corridor
2. Date contract awarded for project development professional services for each project/corridor
3. Date of concurrence for established concurrence points/milestones for each project/corridor
4. Date of completion of 30% design and NEPA for each BRT project/corridor
5. Date of completion of final design for each BRT project/corridor
6. Report all deliverables per the Design/Artist Retention Fee policy

Special Operating Funding Agreement: Web Hosting and Maintenance of Fare Collection Technology

1) GoRaleigh - Web Hosting and Maintenance of Fare Collection Technology - <i>TO005-U</i>	\$	30,000
GoCary - Annual Maintenance for Fare Collection Technology - <i>TO005-O</i>	\$	5,000
		<hr/>
	\$	35,000

Deliverables

1. Percentage of total trips using mobile ticketing

Special Operating Funding Agreement: Web Hosting and Maintenance of Fare Collection Technology

1) GoTriangle -Maintenance of Mobile Ticketing Software - TO005-Y \$ 15,000

Deliverables

1. Percentage of total trips using mobile ticketing

GENERAL OPERATING AGREEMENT
FOR BUS OPERATIONS

WAKE TRANSIT FY 2023

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

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and was subsequently updated and adopted by the CAMPO Executive Board on April 21, 2021, and the GoTriangle Board of Trustees on April 28, 2021; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, based on Section 5.02 of the Governance ILA, CAMPO has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement;

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a

Master Participation Agreement (“Participation Agreement”), which, among other purposes, established standards that govern the Participation Agreement Parties’ eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties’ roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2023 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 2023 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on **Month Day, Year**; and

WHEREAS, the Parties desire to implement the components of the FY 2023 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Capital Funding Agreement and an Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties (“Effective Date”). The term of this Agreement shall be from the Effective Date until December 31, 2023. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

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

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for the Projects prior to requesting reimbursement from GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Request Template") must be submitted by the Implementing Party at least quarterly but may be as often as is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request 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.
- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30, 2023 shall be submitted by August 10 for the fiscal year in which the work was done.

- (6) Further, the Implementing Party shall:
- (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A.
 - (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
 - (c) Maintain a financial management system adequate for monitoring the accumulation of costs.
- (7) The Implementing Party shall coordinate with CAMPO to ensure the Project is considered for inclusion in the CAMPO Transportation Improvement Program.
- (8) The implementing party agrees to coordinate with the municipality as it relates to transit service that enters the local municipal area. These coordination efforts should include discussions as it relates to, but are not limited to, route planning and development, schedule development, passenger amenities, maintenance and upkeep of passenger amenities, public engagement and advertisement in relation to the new services, etc. These coordination efforts shall occur prior to the execution of the transit services.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2023 Triangle Tax District Wake Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2023 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017 and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle

shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request (“Revised Reimbursement Request”), which shall be verified within five business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall 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, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

C. Responsibilities of CAMPO

- (1) CAMPO shall work with the Implementing Party to have the Project considered for inclusion in the CAMPO Transportation Improvement Program.

4. **Minimum Service Standards:**

For the Projects listed in Exhibit A, the Implementing Party agrees to:

- A. Maintain all vehicles and facilities in accordance with a preventative maintenance program.
- B. Maintain all vehicles and facilities in a safe and dependable condition and clean all vehicles and facilities regularly.
- C. Monitor services and respond to incidents in a timely and professional manner.
- D. Conduct regular reviews of service including: safety, on-time performance, customer satisfaction, accessibility, cleanliness, security, and 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, the 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 per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include 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. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

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. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle

fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-Breaching party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the Term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

9. **ADA and Paratransit Requirements:**

The Implementing Party shall provide paratransit service as required by law within the ADA-required radius of the all day fixed-route bus services implemented as Projects pursuant to this Agreement.

10. **Record Retention:**

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

11. **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:

GoTriangle
Attn: President and CEO
GoTriangle
4600 Emperor Blvd, Suite 100
Durham, NC 27703

And with a copy to:

GoTriangle
Attn: General Counsel
GoTriangle
4600 Emperor Blvd, Suite 100
Durham, NC 27703

If to Clerk to the TPAC Committee:

CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to CAMPO:

CAMPO
Attn: Executive Director
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

Insert Implementing Party Information

12. **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 the individuals signing this Agreement have the right and power to do so. 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; 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.

21. **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.

22. **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. 147-86.59.

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

There are no third-party beneficiaries to this Agreement.

24. **E – Verify:**

Contractor shall comply 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 Contractor's knowledge, any subcontractor employed by 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.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

25. **Companies Boycotting Israel Divestment Act Certification:**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____ Charles E. Lattuca President and CEO</p> <p>This, the ___ day of _____, 2022.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ___ day of _____, 2022.</p>
	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>T. Byron, Smith, General Counsel</p>

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"

State of North Carolina
County of Wake

I, _____, a Notary Public for said County and State, do hereby certify that Chris Lukasina, Executive Director personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public

(Affix notary seal)

My Commission Expires: _____, 20__

<Insert Implementing Party's signature page>

SPECIAL CAPITAL FUNDING AGREEMENT
BUS INFRASTRUCTURE

WAKE TRANSIT FY 2023

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and the _____ ("Implementing Party"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and was subsequently updated and adopted by the CAMPO Executive Board on April 21, 2021, and the GoTriangle Board of Trustees on April 28, 2021; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, the Governance ILA specifically created the Transportation Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue,

and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2023 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 2023 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on **Month Day, Year**; and

WHEREAS, the Parties desire to implement the components of the 2023 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until December 31, 2025. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 6.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be

implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring local funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.
- (2) Funding. In the event that there will be funding for the Project from multiple sources, all parties with a financial contribution agree that the cost allocation must be specifically documented.
- (3) Requests for reimbursement (“Reimbursement Requests”) may be submitted by the Implementing Party as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using a Billing, Payment, and Reimbursement Template agreed to by the Parties and must include a signed statement by the Implementing Party’s Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.
- (4) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the 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.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:

- (a) Ensure that Wake Transit Tax Revenue provided by GoTriangle is not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
- (b) Apply any grant funding awarded for and obligated to the Project(s) prior to requesting reimbursement from Wake Transit Tax Revenue. Wake Transit Tax Revenue may be used for any required local match to grant funds, and for the remaining balance of project costs after utilizing grant funds.
- (c) Public Engagement: The Parties agree to follow, at a minimum, engagement standards outlined in the Wake Transit Public Engagement Policy (“Engagement Policy”) adopted by CAMPO and GoTriangle for Wake Transit Plan project implementation, which is incorporated herein by reference.
- (d) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- (e) Maintain a financial management system adequate for monitoring the accumulation of costs.
- (f) Follow all applicable Federal procurement and/or property acquisition processes.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2023 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2023 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and

Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017 and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall 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, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Party shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and

operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

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. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a "breach"), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of

the term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

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

9. **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:
President and CEO
GoTriangle
4600 Emperor Blvd, Suite 100
Durham, NC 27703

And with a copy to:
General Counsel
GoTriangle
4600 Emperor Blvd, Suite 100
Durham, NC 27703

If to the Clerk to the TPAC Committee
CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
421 Fayetteville Street, Suite 203

<Implementing Party Information>

10. **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 the individuals signing this Agreement have the right and power to do so. 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. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **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.

12. **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.

13. **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 Party 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.

14. **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.

15. **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. Notwithstanding the foregoing, all Parties understand and agree that Implementing Party currently uses an independent contractor to operate its transit system and that such mode of operation is specifically permitted under this Agreement.

16. **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.

17. **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.

18. **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 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.

19. **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.

20. **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.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

22. **E – Verify:**

Contractor shall comply 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 Contractor's knowledge, any subcontractor employed by 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.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

23. **Companies Boycotting Israel Divestment Act Certification:**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____ Charles E. Lattuca, President and CEO</p> <p>This, the ___ day of _____, 2022.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ___ day of _____, 2022.</p>
	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>T. Byron Smith, General Counsel</p>

<Implementing Party signature page>

GENERAL CAPITAL FUNDING AGREEMENT
FOR BUS INFRASTRUCTURE

WAKE TRANSIT FY 2023

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and the _____ ("Implementing Party"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and was subsequently updated and adopted by the CAMPO Executive Board on April 21, 2021, and the GoTriangle Board of Trustees on April 28, 2021; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue,

and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2023 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 2023 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on **Month Day, Year**; and

WHEREAS, the Parties desire to implement the components of the 2023 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until December 31, 2025. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 6.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be

implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring local funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template (“Reimbursement Requests”) must be submitted by the Implementing Party at least quarterly but may be as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report Template agreed to by the Parties and must include a signed statement by the Implementing Party’s Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request 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.
- (4) Any work for which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.

(6) Further, the Implementing Party shall:

- (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
 - (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
 - (c) Maintain a financial management system adequate for monitoring the accumulation of costs.
- (7) The implementing party agrees to coordinate with the municipality as it relates to transit service that enters the local municipal area. These coordination efforts should include discussions as it relates to, but are not limited to, route planning and development, schedule development, passenger amenities, maintenance and upkeep of passenger amenities, public engagement and advertisement in relation to the new services, etc. These coordination efforts shall occur prior to the execution of the transit services.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2023 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2023 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017 and subsequently amended and adopted by GoTriangle on June 23, 2021 and CAMPO on June 16, 2021. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle

shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request (“Revised Reimbursement Request”), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

(3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

(4) All disbursements from GoTriangle shall 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, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Party shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition

to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

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. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.

- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

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

9. **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:

GoTriangle
Attn: President and CEO
4600 Emperor Blvd, Suite 100
Durham, NC 27703

And with a copy to:

GoTriangle
Attn: General Counsel
4600 Emperor Blvd, Suite 100
Durham, NC 27703

If to the Clerk to the TPAC Committee

CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

<Insert Implementing Party's Information>

10. **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 the individuals signing this Agreement have the right and power to do so. 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. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **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.

12. **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.

13. **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 Party 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.

14. **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.

15. **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.

16. **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.

17. **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.

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

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; 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.

19. **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.

20. **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.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

22. **E – Verify:**

Contractor shall comply 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 Contractor's knowledge, any subcontractor employed by 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.* In cases of conflict between

this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

23. **Companies Boycotting Israel Divestment Act Certification:**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

SIGNATURE PAGES FOLLOW

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____ Charles E. Lattuca, President and CEO</p> <p>This, the ___ day of _____, 2022.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Sandra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ___ day of _____, 2022.</p>
	<p>Reviewed and Approved as to legal form.</p> <p>_____</p> <p>T. Byron Smith, General Counsel</p>

<Insert Implementing Party's signature page>