

ATTACHMENT A

JOINT AGENCY AGREEMENT (“MASTER AGREEMENT”)

Between

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION
AUTHORITY,**

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, COUNTY
OF WAKE, CITY OF RALEIGH, TOWN OF CARY, TOWN OF APEX, TOWN
OF FUQUAY-VARINA, TOWN OF GARNER, TOWN OF HOLLY SPRINGS,
TOWN OF KNIGHTDALE, TOWN OF MORRISVILLE, TOWN OF
ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF
ZEBULON, NORTH CAROLINA STATE UNIVERSITY, AND RESEARCH
TRIANGLE PARK FOUNDATION**

**(Hereinafter referred to as the Municipalities, the Agencies and the
County)**

WITNESSETH THAT

WHEREAS, North Carolina General Statute (HB148), Section 105-505,
provides that:

“This Article gives the counties and transportation authorities of
this State an opportunity to obtain an additional source of revenue with
which to meet their needs for financing local public transportation
systems. It provides them with authority to levy sales and use taxes.”

Section 105-510.6 states that:

“A transportation authority may not levy a tax unless (1) It
operates a public transportation system. (2) It has developed a
financial plan and distributed it to each unit of local government

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located within its territorial jurisdiction....An interlocal agreement between the transportation authority and all the counties in the special district may require periodic review and approval of the financial plan.”

WHEREAS, the Wake County Transit Plan was adopted by the Capital Area Metropolitan Planning Organization (“CAMPO”) Executive Board on _____, the Research Triangle Regional Public Transportation Authority (d/b/a GoTriangle) on _____ and by the Wake County Board of Commissioners on _____ and is a strategic transit vision document that sets forth an enhanced transit plan for Wake County; and

WHEREAS, Research Triangle Regional Public Transportation Authority (d/b/a/ GoTriangle), Capital Area Metropolitan Planning Organization (“CAMPO”) and Wake County entered into a Transit Governance Interlocal Agreement (hereinafter “ILA”) on June 6, 2016 to provide a plan of governance that would allow efficient implementation of public transit services and projects as directed by the Wake County Transit Plan;

WHEREAS, that the ILA states that the parties shall enter into Agreements to deliver Implementation Elements as identified within the Wake Transit Work Plan.

WHEREAS, the ILA provides in Section 8.02 that:

“parties must enter into and execute a master joint agency operations agreement that commits the transit agencies to implementing all projects contained within the Wake County Transit Plan and that lays out provisions ensuring cost-effective delivery of operating projects, minimum service standards, and any other

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provisions ensuring operating projects funded with Wake County Tax Revenue and Wake Transit Plan Revenue are carried at a level of quality and efficiency consistent with transit operations best practice conventions.”

WHEREAS, it is the desire of these agencies that a continuing, cooperative governance to oversee the efficient implementation of public transit services and projects as directed by the ILA.

WHEREAS, the Wake County, City of Raleigh, Town of Cary, Town of Wake Forest, City of Durham, and GoTriangle have entered into an Interlocal Agreement whereby they have directed that the funds collected by DMV in association with the new Wake County \$7.00 Vehicle Registration Tax be remitted directly to the Triangle Tax District, administered by GoTriangle for implementation of the Wake County Transit Plan and services.

NOW THEREFORE, the following **Joint Agency Agreement** is made:

Section I. Membership

- The parties to this Joint Agency Agreement are located within the jurisdiction of Wake County. All parties enter into this Agreement in order to help execute the adopted Wake Transit Plan. All parties shall be bound to the contractual guidelines set out herein and in subsequent contracts between the parties. The parties are as follows: RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY, CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, COUNTY OF WAKE, CITY OF RALEIGH, TOWN OF CARY, TOWN OF APEX, TOWN OF FUQUAY-VARINA, TOWN OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF

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KNIGHTDALE, TOWN OF MORRISVILLE, TOWN OF ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF ZEBULON, NORTH CAROLINA STATE UNIVERSITY, AND RESEARCH TRIANGLE PARK FOUNDATION.

- A Wake County Transit Planning Advisory Committee (“TPAC”) has been established to carry out the responsibilities set forth in the ILA. The requirements for the TPAC are set for in Section 3.01 of the ILA which is incorporated herein by reference.
- In addition to voting membership, the TPAC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities.

SECTION II. Responsibilities

- The parties to this agreement commit to implementing the adopted Wake County Transit Plan while ensuring cost-effective delivery of operating projects, and minimum service standards.
- The parties hereby agree that they will enter into additional agreements as outlined in Section 2.21 of the ILA (see exhibit A) in order to ensure that any projects funded with Wake County Tax Revenue and Wake Transit Plan Revenue are carried out at a level

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of quality and efficiency consistent with transit operations best practice conventions.

- Sections 8.01 and 8.02 of the ILA are incorporated by reference and set forth the requirements for the additional agreements that are necessary for implementation of the projects outlined by the adopted Wake County Transit Plan.
- Each project to be carried out under the adopted Wake Transit Plan shall require additional Agreement (s) between the Municipality, Agency, or County and GoTriangle and CAMPO as required by Section 8.01 and 8.02 of the ILA, in order to implement the project that is outlined and proceeding. These additional Agreement(s) will include, but are not limited to, the following provisions:
 - Minimum Service Standards and Characteristics: In the subsequent Agreement(s) standards for elements such as stops, frequency, span, service productivity and headways will be defined.
 - Cost-effective Service Delivery Provisions
 - Transit Service Area
 - Public Outreach and Engagement
 - Reporting Requirements
 - Relationship to the applicable adopted Annual Work Plan

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- All Wake County funds generated and collected shall be remitted to the new created tax districts solely for the purpose of implementing the adopted Wake Transit Plan.
- No funds will be distributed to or on behalf of any Municipality, Agency, County, etc. that is not a party to this Joint Agency Agreement.
- All Projects will be implemented in accordance with all federal requirements
- The parties to this Agreement note that all municipalities with jurisdiction in Wake County and which provide public transportation services would receive a pro rata share of the funds collected from the Wake County \$7.00 Vehicle Registration Tax pursuant to G.S. 105-570(C). By Execution of this Agreement, all parties and any other parties added to the Agreement, by future amendment, hereby signify their consent to forego the direct receipt of any said funds. Upon execution of this Agreement, DMV is authorized to distribute all Triangle Tax District all funds collected from the Wake County \$7.00 Vehicle Registration Tax directly to GoTriangle, on behalf of the Triangle Tax District.
- Community Funding Areas, as defined in the adopted Wake Transit plan as those localities in Wake County where additional transit services can be provided with joint participation and funding from the local government(s) and/or Research Triangle Park, shall be managed in accordance with the Community Funding Areas Program Management Plan.

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SECTION III. Definitions

- The Terms used in the ILA are incorporated by reference
- The following terms used in this Agreement are defined here:
 - TERMS TO BE ADDED BY ALL

SECTION IV. Supplementation/Supplantation

North Carolina General Statute 105-43 states that: “The special district shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems.”

******The remainder of this section is currently under development and will be provided when released by the TPAC’s working group on supplantation.******

NEED EXPLANATION OF APPROACH/METHODOLOGY AND RELATED PARAMETERS and DOCUMENTATION OF ACTUAL CALCULATED FIGURES DEFINING THE BASELINE WOULD BE PROVIDED AS AN APPENDIX

SECTION V. Termination and Amendment

- **Material Breach.** In the event that any Party violates a responsibility, duty, or assumption stated in any of the documents referenced herein, the other Party(ies) shall give written notice of

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the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof, any non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled as a result of said breach. In the event of a non-material breach of the Agreement, the termination procedure set forth below shall apply.

- **Termination upon one (1) year's notice.** Any Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the effective termination date.
- **Bankruptcy/Insolvency Special Provisions.** If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such party and remains undischarged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure, and the other Party(ies) may terminate effective immediately.
- **Cooperation Provisions.** In the event of a termination, the terminating Party shall not be relieved of any existing and unperformed obligations up until the effective date of

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termination, and the Agreement shall remain in effect as to the non-withdrawing Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the intent and purpose of the Agreement can be accomplished by executing any Amendments deemed necessary and/or adding any parties deemed necessary to perform the executory obligations of the withdrawing Party.

- **Notice.** Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For GoTriangle: GoTriangle
General Manager
PO BOX 13787
Research Triangle Park, NC 27709

With a copy to: GoTriangle
General Counsel
PO Box 13787
Research Triangle Park, NC 27709

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

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- **Amendment.** If any Party desires to amend the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be effected by entering a written amendment to the Agreement.

SECTION VI. Ratification

In witness whereof, the parties of the Memorandum of Understanding have been authorized by appropriate and property resolutions to sign the same, Research Triangle Regional Public Transportation Authority by its Chair, Capital Area Metropolitan Planning Organization by its Chair, County of Wake by its Chairman of the Board of Commissioners, City of Raleigh by its Mayor, Town of Cary by its Mayor, Town of Apex by its Mayor, Town of Fuquay-Varina by its Mayor, Town of Garner by its Mayor, Town of Holly Springs by its Mayor, Town of Knightdale by its Mayor, Town of Morrisville by its Mayor town of Rolesville by its Mayor, Town of Wake Forest by its Mayor, Town of Wendell by its Mayor, Town of Zebulon by its Mayor, North Carolina State University by its _____, Research Triangle Park Foundation by its Chair, this the _____ day of _____, 2016.

[SIGNATURE PAGES TO FOLLOW]