

2016-694 PAF 12/5/2016
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MEMORANDUM OF UNDERSTANDING

RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE

AND

ORANGE COUNTY, NORTH CAROLINA

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on the last date executed below, by and between the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle) and Orange County, North Carolina (Orange County). (As used in this MOU, GoTriangle or Orange County may be referred to individually as a "party" and collectively as the "parties.")

RECITALS:

WHEREAS, GoTriangle, in conjunction with the Federal Transit Administration (FTA), is designing the Durham-Orange Light Rail Transit (D-O LRT) Project; and,

WHEREAS, the FTA issued its Record of Decision (ROD) for the D-O LRT Project on February 11, 2016. As set forth in the ROD, the D-O LRT Project is a 17-mile, 17-station light rail transit service which will provide connections between UNC Hospitals, the UNC campus, the William and Ida Friday Center for Continuing Education, Patterson Place, the South Square area, Duke University, the Duke University and Durham Veterans Affairs Medical Centers, downtown Durham, and east Durham; and

WHEREAS, Orange County is a stakeholder in the D-O LRT Project and participates in coordination activities with GoTriangle; and,

WHEREAS, the D-O LRT Project will benefit the community by providing accessible transit service and a competitive and reliable alternative to congested roadways that seamlessly serves many popular destinations in Durham and Chapel Hill; providing residents with better access to jobs, education and healthcare; and fostering growth, compact development, and economic development along a high-capacity transportation network. New development around station areas will create thousands of jobs and add millions of dollars in annual state and local revenue; and

WHEREAS, the parties recognize the importance of the D-O LRT Project to Orange County, Durham County, the Research Triangle region, and the people of the State of North Carolina; and

WHEREAS, the State of North Carolina has constrained the available funding mechanisms for light rail transit projects; and

WHEREAS, Orange County acknowledges that additional non-federal funding sources must be identified and secured in order to successfully complete the D-O LRT Project; and

WHEREAS, Orange County supports the D-O LRT Project as an advancement of the interests of the Orange County and general community; and

WHEREAS, Orange County wishes to support the development of the D-O LRT Project in accordance with the terms of this MOU.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. Subject to and contingent upon any authorizations required by Orange County, including the Orange County Board of Commissioners, Orange County agrees to cooperate with the municipalities within the county and to work together to identify potential additional funding mechanisms to directly support the D-O LRT Project.

2. If changes or revisions are needed to this MOU, a Supplemental MOU will be prepared. No modification to this MOU shall be effective unless agreed to in writing by the parties.

3. The parties acknowledge that this MOU does not create an enforceable obligation. Any legally binding obligation with respect to any identified additional funding mechanisms is subject to the execution of a formal agreement between the parties.

4. Entry into this MOU shall not relieve any parties to the Interlocal Implementation Agreement for the Orange County Bus and Rail Investment Plan or the Interlocal Agreement for Cost Sharing for LRT Rail Project of their responsibilities pursuant to those agreements and those agreements shall be re-examined within five months of the date of adoption of this MOU.

5. Orange County's approval of this MOU shall not be utilized by any party to signal that Orange County has expressed any willingness or intent to commit additional funds to the DO-LRT Project beyond the funds previously committed through various approvals of the Orange County Board of Commissioners including the ½ cent sales tax authorized by NCGS 105-508.2 and the vehicle rental and registration fees levied pursuant to NCGS Chapter 105 Articles 50 and 51.

6. To the extent authorized by applicable law and without waiving any immunities, each party shall be responsible for its respective actions under the terms of this MOU and save harmless the other party from any claims arising as a result of such actions.

7. All terms of this MOU are subject to available federal and state funding and fiscal constraints.

8. This MOU contains the entire agreement between the parties related to the subject matter herein and there are no understandings or agreements, verbal or otherwise, regarding this MOU, except as expressly set forth herein.

9. Each party represents that the individual executing this MOU on its respective behalf is authorized to execute this MOU on its behalf and that the party has read this MOU, conferred with legal counsel, and fully understands its contents.

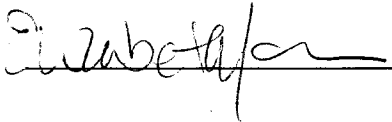
10. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the MOU as binding as an original, and the parties agree that this MOU can

be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the MOU.

IN WITNESS WHEREOF, this MOU has been executed, in duplicate originals, on the part of GoTriangle and Orange County by authority duly given.

ATTEST:

GOTRIANGLE

BY: 

BY: 

TITLE: Exec Assistant

TITLE: General Manager

DATE: 12/22/16

Remittance Address:
GoTriangle
Jeffrey G. Mann
General Manager
PO Box 13787
Research Triangle Park, NC 27709

ATTEST:

ORANGE COUNTY, NORTH CAROLINA

BY: 

BY: 

TITLE: Clerk to the Board

TITLE: Chair, BOCC

DATE: 12/13/16