



**ORANGE COUNTY GOVERNMENT  
TRANSPORTATION SERVICES DEPARTMENT**



**Orange County Working Group**

**Meeting Agenda**

**April 22, 2024**

**10:00am 12:00pm**

**Bonnie B Davis Environment and Agricultural Center**

**1020 US70 Hillsborough, NC**

**Multi-Purpose Room 102**

1. **Call to Order/Roll Call (10:00am-10:05am)** Doug Plachcinski, DCHC MPO
2. **Adjustments to the Agenda (10:05am-10:10am)** Doug Plachcinski, DCHC MPO
3. **Public Comment (10:10am-10:15am)** Doug Plachcinski, DCHC MPO
4. **Administrative**
  - a. **SWG Administration** Darlene Weaver, Orange Co
    - i. **March minutes (10:15am-10:20am)**
    - ii. **CPA & Global Agreement (Operating & Capital) (10:20-10:30)**  
**Recommended Action: Signed Agreements**
    - iii. **Public Engagement and Communication (10:30am- 10:40am)**
5. **Project Sponsor Updates (10:40am-10:40 am)** Doug Plachcinski, DCHC MPO
  - a. **Chapel Hill**
  - b. **Mebane**
  - c. **Hillsborough**
  - d. **Carrboro**
6. **Next Meeting – May 15<sup>th</sup> 2024**
7. **Adjournment**

**MINUTES**  
**ORANGE STAFF WORKING GROUP**  
**MONDAY, FEBRUARY 19, 2024**

1 The Orange Staff Working Group (OSWG) met on Wednesday, March 20, 2024, at 10:00 a.m. in the  
2 Whitted Building, as well as through the TEAMS teleconferencing platform. The following members  
3 and guests were in attendance:

4			
5	Doug Plachcinski (Chair)	✓	DCHC MPO
6	Nishith Trivedi (V-Chair)	✓	Orange County
7	Steven Schlossberg (Voting Member)	✓	GoTriangle
8	Margaret Scully (Voting Member)	✓	GoTriangle
9	Caroline Dwyer (Voting Member)	✓	Chapel Hill
10	Josh Mayo (Voting Member)	✓	Chapel Hill
11	Matt Efird (Voting Member)	✓	Hillsborough
12	Christina Moon (Voting Member)		Carrboro
13	Elisabeth Raskopf	✓	GoTriangle
14	Paul Black	✓	
15	Darlene Weaver	✓	Orange County
16	Kate Urban	✓	GoTriangle
17	Ashley Ownbey		Mebane
18	Rachel Gaffney	✓	Mebane
19	Hathir Pfau	✓	Orange County
20	Jay Heikes	✓	GoTriangle
21	Landon Clarke Coley	✓	UNC-CH
22	Ellen Beckmann	✓	Durham

23  
24 1. **Call to Order/Roll Call:** D. Plachcinski called the meeting to order. Voting members and virtual  
25 attendees were introduced and acknowledged.

26  
27 2. **Adjustments to Agenda:** None.

28  
29 3. **Public Comments:** None

30  
31 4. **Orange Staff Working Group Administration:**

32  
33 **a. OSWG Administration**

34  
35 **i. Approval of February 2024 Minutes**

36 Motion: C. Dwyer

37 Second: M. Efird

38 Unanimous approval.

39  
40 **ii. Bylaws Discussion**

41 D. Weaver gave an update and requested confirmation of the previous discussion advising the  
42 following: One member can cast both votes for the agency they represent, this applies to Go  
43 Triangle, DCHC MPO and Orange County. Chapel Hill separated their two votes per previous  
44 by-law amendment. M. Scully asked what we decided about allowing votes both in person and  
45 virtually. Group confirmed that virtual attendant is allowed for those unable to attend in  
46 person. Additionally N. Trivedi confirmed from legal department the SWG is a public body and

47 members must attend in-person. As virtual attendance is permitted, J Mayo recommended  
48 returning back to originally approved language in the bi-laws.

49  
50 **iii. Fiscal Year 25 Annual Work Program**

51 Discussed combining this with AWP in June. Clarified the June reference is Go Triangle’s  
52 approval of AWP. N. Trivedi thanks SWG for helping keep the process on schedule.

53  
54 Motion: M. Efird

55 Second: J. Mayo

56 Unanimous approval.  
57

58 **iv. FY24 Q4 Amendments** – No public comments received. All technical changes were finalized and  
59 confirmed by Go Triangle and Chapel Hill. Go Triangle’s request for Q4 amendment will be  
60 addressed in FY25 following the work program approval. The importance of deadline was  
61 reiterated, especially to ensure fairness to all members S. Schlossberg discussed whether we  
62 needed a policy for emergency submissions after the timeline has passed. D. Plachcinski  
63 advised he didn’t think that had to be in the policy since it was under an emergency directive. C.  
64 Moon advised they did not submit amendments because they were attempting to be revenue  
65 neutral. Amendment request must demonstrate Need, not just zero financial impact.

66  
67 Additional discussion clarifying Orange County’s Trapeze and Chapel Hill’s Short Range Transit  
68 Plan Update. D. Plachcinski offered to help coordinate a group procurement if needed and  
69 states testing alternative transit software could be paid for by grants. S. Schlossberg asked if  
70 the transit plan pays for Safe Streets. C. Dwyer advised it would be supplemental to BRT, and J.  
71 Mayo advised that the study would allow them to make improvements as part of the BRT such  
72 as hot signals and curves

73  
74 Motion: M. Scully

75 Second: J. Mayo

76 Unanimous approval.  
77

78 **b. GoTriangle**

79 **i. Financial Reports Schedule Update** - S. Schlossberg provided the update.  
80

81 **5. Project Sponsor Updates:**

82 a. **Chapel Hill-** CHT announced the federal appropriation for NS BRT and next steps in the  
83 federal funding process. S. Schlossberg asked to be kept in the loop of the financials. D.  
84 Plachcinski advised members will be facing an unknown political climate through the next  
85 few months, so there is a small window to take advantage of that. Mentioned carbon  
86 reduction program, fleet maintenance, etc.  
87

88 b. **Mebane-** Announced a public engagement event for OC's short-range transit plan (spring  
89 festival). Mebane has regular meetings on Monday, so the presentation is on the next  
90 Monday. The Planning Department is doing its presentation to the Board tomorrow and will

91 be asking to connect Mebane to Alamance Community College. D. Weaver advised an OC  
92 Commissioner would also be present for OC to support.

93  
94 c. **Hillsborough** - No Updates

95  
96 d. **Carrboro** – No updates, projects proceeding as scheduled.

97  
98 6. **Next Meeting:** D. Weaver offered to issue doodle poll for next meeting.

99  
100 7. **Adjournment:** Meeting adjourned 11:11 am.

**ORANGE COUNTY TRANSIT COMPREHENSIVE PARTICIPATION AGREEMENT  
("PARTICIPATION AGREEMENT")**

**Between**

**TRANSIT GOVERNANCE INTERLOCAL AGREEMENT (ILA) PARTIES:**

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY  
("GoTriangle"), DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN  
PLANNING ORGANIZATION ("DCHC MPO"), and COUNTY OF ORANGE ("Orange  
County")**

**And**

**The TOWN OF CHAPEL HILL, TOWN OF CARBORRO, TOWN OF  
HILLSBOROUGH, and CITY OF MEBANE**

**(All parties collectively referred to herein as "Parties")**

**And Parties will further coordinate with**

**IMPLEMENTATION PARTNERS:**

**TRIANGLE J COUNCIL OF GOVERNMENTS ("TJCOG"), and UNIVERSITY OF  
NORTH CAROLINA, CHAPEL HILL ("UNC Chapel Hill")**

**As current and/or future partners through specific project agreements that shall  
incorporate the terms of this document**

**WITNESSETH:**

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

**WHEREAS**, in conjunction with the Orange County Transit Multi-Year Vision Plan, the Governance ILA Parties adopted the Orange County Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Orange County Transit Multi-Year Vision Plan by and through the Orange County Transit Annual Work Program; and

**WHEREAS**, the Governance ILA establishes the Staff Working Group ("SWG"), comprised of staff representatives from the Governance ILA Parties and the Implementation Partners, and charged the SWG with coordinating and recommending the planning and implementation aspects of the Orange County Transit Annual Work Program; and

**WHEREAS**, the Parties, and the Implementation Partners intend to implement an inclusive and cooperative process to continuously develop and improve the Orange County Transit Multi-Year Vision Plan. They will further develop a public involvement plan to guide the Parties' and SWG's coordinated efforts for engagement aligned with federal, state and local policies and guidelines; and

**WHEREAS** the Parties and Partners collectively make recommendations, develop and review the Orange County Transit Annual Work Program; and

**WHEREAS** the Parties have a formal role in approving the Orange County Transit Annual Work Program through structured representation on the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees as the ILA defines their oversight and jurisdiction regarding the Orange County Transit Annual Work Program development and implementation; and

**WHEREAS**, this Participation Agreement serves as the Comprehensive Participation Agreement as formally defined in Section 2.040 in the Governance ILA to establish standards that will govern the Parties' and Partners' eligibility for inclusion of sponsored Implementation Elements in the Orange County Transit Annual Work Program and receipt of any funding allocation from Orange County Transit Tax Revenue and other Dedicated Local Transit Funding Sources; evidence of the Parties' acceptance of the most up-to-date Orange County Transit Annual Work Program (now and in the future) and the associated annual update process; and confirm the Parties' roles in carrying out Staff Working Group (SWG) responsibilities; and

**WHEREAS**, local Governmental Parties are authorized to enter into this Participation 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; and

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

**ARTICLE 1**  
**PURPOSE, SCOPE & LIMITATION OF AUTHORITY,**  
**RESPONSIBILITIES, TERM & EFFECTIVE DATE**

1.01 **Purpose.** The Parties hereby recognize that the Orange County Transit Multi-Year Vision Plan, as implemented by the Orange County Transit Annual Work Program, will be the guidance document for Orange County public transit investment with Local Government Public Transportation Sales Tax Act revenue and other Locally Dedicated Transit Funding Sources, as identified in the Orange County Transit Multi-Year Vision Plan. This Agreement

establishes standards for all Parties and Partners who desire to receive project funding from Dedicated Local Transit Funding Sources identified in the Orange County Transit Multi-Year Vision Plan. This Participation Agreement also confirms the Parties' respective roles for future planning, design, funding, and implementation of the Orange County Transit Multi-Year Vision Plan via their roles and responsibilities within the Staff Working Group (SWG).

**1.02 Scope & Limitation of Authority.** This Participation Agreement is limited to the purposes enumerated herein. No Party has the right to expand, abridge, limit or constrain the authority or actions of Orange County, GoTriangle, or the DCHC MPO or the SWG created by the Governance ILA with respect to the administration of the Orange County Transit Multi-Year Vision Plan, except as specifically agreed to herein. Nothing herein grants funding for any Implementation Element (defined herein in Article II) to any Party. Further, any Party receiving Dedicated Local Transit Funding Source revenue for an Implementation Element is wholly responsible for the completion of that element as set forth by future project or other specific agreements between such individual Parties. The Parties hereby recognize that the official governance and oversight for the Orange County Transit Multi-Year Vision Plan according to the terms of the Governance ILA and this Participation Agreement remains entirely with Orange County's Board of Commissioners, DCHC MPO's Policy Board, and the GoTriangle Board of Trustees.

**1.03 Responsibilities of the Governance ILA Parties.** The Governance ILA Parties have the responsibilities and duties set out in the Governance ILA.

**1.04 Responsibilities of the Participant Parties and Implementation Partners.** The Participant Parties shall:

- (a) Provide staff to serve on the SWG if designated as an SWG member in the Governance ILA; and
- (b) Negotiate and enter into Global/Capital Funding Agreement(s) and/or Global/Operating Agreement(s) for any project (using the Work Program Project Code as a unique identifier).
- (c) Receive dedicated Local Transit Funding Sources identified in the Orange County Multi-Year Transit Vision Plan for Implementation Elements identified within the Orange County Transit Annual Work Program in accordance with the agreements negotiated in (b).

**1.05 Term & Effective Date.** This Participation Agreement becomes effective upon approval and execution by the Parties ("Effective Date"). The Term of this Participation Agreement shall be from the Effective Date through a period of seventeen (17) years unless otherwise amended by the prior express written agreement of the Parties.

## **ARTICLE 2 DEFINITIONS**

2.01 "CAPITAL FUNDING AGREEMENT:" An agreement between agencies to provide a specified amount of funding for an Implementation Element. Any such agreement will include details of the capital improvements to be provided and detail expectations on Orange County Transit Annual Work Program resource funding, responsibilities, schedule, reporting and performance and shall adhere to any and all standards outlined in specific project worksheets through the Orange County Transit Annual Work Program.

2.02 "CAPITAL PROJECTS ORDINANCE:" The annual financial ordinance for the Orange Transit major capital fund pursuant to N.C.G.S. Chapter 159, tied to the multi-year Capital Improvement Plan, the Annual Capital Budget, and planned capital project funding agreements that implement needed capital projects.

2.03 "COMPONENT UNIT or SEPARATE COMPONENT UNIT:" A unit of local government within the Tax District that has administrative responsibility for the budget adoption, operation or, management of specified transit services and associated supporting implementation elements. The component unit is required to report Orange County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.04 "GOVERNANCE INTERLOCAL AGREEMENT" or "GOVERNANCE ILA:" The Transit Governance Interlocal Agreement dated March 8, 2023 between Research Triangle Regional Public Transportation Authority ("GoTriangle"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO"), and Orange County for implementing public transit services and projects in the fiscally constrained Orange County Transit Multi-Year Vision Plan. This Governance ILA is included as Exhibit A to this Agreement.

2.05 "IMPLEMENTATION ELEMENT:" A discrete project, operation, or study or a discrete logical grouping of projects, operations, or studies tracked separately by the Orange County Transit Annual Work Program.

2.06 "IMPLEMENTATION PARTNERS:" The listed signatories to this agreement who are non-voting members of the Orange County SWG. These implementation partners have roles supporting implementing elements of the Orange County Transit Annual Work Program. These partners fulfill their roles and responsibilities as outlined in specific project agreements to deliver approved implementation elements in the Orange County Transit Annual Work Program along with the Dedicated Local Transit Funding Sources approved in these project specific agreements.

2.07 "MAJOR FUND:" A fund as defined by the Governmental Accounting Standards Board ("GASB"), is reported in a separate column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. The Tax District shall

report at a minimum Major Fund for the Orange County Transit Annual Work Program Operating Funds and a Major Fund for the Orange County Transit Annual Transit Work Program Capital Funds.

2.08 "MULTI-YEAR CAPITAL IMPROVEMENT PLAN" ("CIP"): A multi-year document that identifies projected capital projects by year, project sponsors responsible for undertaking these projects, the financial costs, and anticipated funding sources, and projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, the Transportation Improvement Program, and the annual program of projects developed and maintained by the DCHC MPO which is the designated recipient of federal formula transit grants. The plan shall be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.

2.09 "MULTI-YEAR SERVICE IMPLEMENTATION PLAN:" A document or documents that detail how transit services, including expansion and reduction, are to be operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with respect to anticipated funding, public outreach, and the extent to which the different operator's plans connect services between them.

2.10 "OPERATING AGREEMENT:" An agreement or operating plan between one or more Parties or Implementation Partners, the Tax District and others as needed to provide an Implementation Element. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance and shall adhere to any and all standards outlined in specific project worksheets through the Orange County Transit Annual Work Program.

2.13 "OPERATING BUDGET ORDINANCE" The annual financial budget ordinance for the Orange Transit major operating fund pursuant to N.C.G.S. Chapter 159. The ordinance includes the funds for the operations of implementation elements identified in the Orange County Transit Annual Work Program, allocations for reserves, and transfers to other major funds identified by the Component Unit (ex. Orange Transit). The Operating Budget Ordinance must include the Component Unit's general administrative expenses designated separately from a Project's Operating Funds.

2.14 "SPECIAL DISTRICT" or "TAX DISTRICT:" Any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S. 105-561 *et seq.* to which Orange County is a member, now or in the future.

2.15 "STAFF WORKING GROUP" or "SWG:" The committee as created by the Governance ILA. The SWG is jointly charged by all parties to this Agreement, including the Implementation Partners, to coordinate and develop the Orange County Transit Annual Work

Program, the Orange County Transit Multi-Year Vision Plan, and serve in an advisory role to the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees in their review consideration, and approval of these two documents.

2.16 **SUBCOMPONENT UNIT:** The subcomponent unit is required to report its financial information as aggregated at the COMPONENT UNIT level and not separately stated. Durham County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component’s financial data in its annual audited statements.

2.17 **"DEDICATED LOCAL TRANSIT FUNDING SOURCES:"** All revenues derived from transit funding sources designated for use in the Orange County Transit Multi-Year Vision Plan. These shall include but are not limited to items defined through the Governance ILA in Section 2.012.

2.18 **"TRANSIT PLAN" or "MULTI-YEAR VISION PLAN:"** The comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least the next 4 years through coordination with the DCHC MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components, as further defined in the Governance ILA in Section 2.038.

2.19 **"ORANGE COUNTY TRANSIT ANNUAL WORK PROGRAM" or "WORK PROGRAM:"** shall mean the comprehensive annual program for transit capital and operations annually presented by the SWG which shall include the separate components further defined in the Governance ILA in Section 2.011.

2.20 **"GLOBAL AGREEMENT:"** An Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations, or studies.

### **ARTICLE 3 STAFF WORKING GROUP**

3.01 **Scope & Authorization.** The Governance ILA establishes and enables the Staff Working Group. The Parties confirm their commitment to serve on the SWG and to carry out their SWG membership responsibilities by executing this participation agreement.

3.02 **Membership.** SWG Membership includes voting & non-voting categories

- a) Voting members: two (2) staff persons appointed by each of the Governance ILA Parties; two (2) staff persons appointed by the Town of Chapel Hill; one (1) staff person appointed by the Town of Carrboro, Town of Hillsborough, and City of Mebane
- b) Non-Voting members: Each of the Implementation Parties must appoint one (1) staff person

- c) Each member may designate one (1) alternate empowered to fully participate in the SWG in the absence of the appointed staff person.

3.03 **Bylaws.** The SWG must enact bylaws. The SWG bylaws will govern quorum and voting standards, SWG operations and responsibilities, and, scheduling of efforts to develop the Orange County Transit Annual Work Program and the Orange County Transit Multi-Year Vision Plan.

3.04 **SWG Responsibility for the annual Orange County Transit Annual Work Program.** Subject to the Governance ILA, the SWG shall develop annual recommendations for the review and approval of the governing bodies. This work program approval process is documented in Article VII of the Governance ILA. Recommendations shall be developed for each of the following Orange County Transit Annual Work Program components:

- (a) Annual Work Program, including all the separate elements defined in Section 2.011 of the Governance ILA
- (b) Multi-Year Service Implementation & Capital Improvement Plans
- (c) Templates containing minimum standards for project and financial reports
- (d) Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- (e) A strategy for each Implementation Element which includes a scope, schedule, project boundaries, an estimated budget, specifies the sponsoring agency/jurisdiction, purpose and goals and (*defines the standard for individual project/Implementation Element worksheets*)
- (f) An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with all components in the annual work program.
- (g) Facilitation to transcribe project worksheets (composition outlined in 3.04(e) above) into Global/Project Agreements.

The SWG shall reference the fiscal year 2024 Work Program Development process, which is to be recognized as the baseline for future work program development cycles and corresponding global/project agreement needs, as long as this Agreement and Governance ILA serve as the governing documents for county transit plan implementation efforts.

3.05 **SWG Responsibility for Engagement with Elected Officials.** The SWG shall schedule touchpoints on an annual basis with appropriate bodies of elected officials who either serve as a governing board through the Governance ILA or are responsible for a project(s) through the Orange County Transit Annual Work Program. These touchpoints shall be scheduled to allow for elected officials to:

- (a) Provide feedback on the draft Annual Work Program
- (b) Receive as information, and provide feedback as necessary, regarding progress reports developed on a quarterly basis.

3.06 **Non-Delegation.** The SWG cannot delegate its responsibility to review and present the documents and products defined in Section 3.04.

3.07 **Right to Inspect.** All Parties to this Participation Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of project work products as they deem necessary for the operation and day-to day business of the SWG or as specifically requested by formal action of any one of the parties' governing bodies. The SWG shall maintain all its records in a manner which facilitates review by the Parties and Implementation Partners.

#### **ARTICLE IV ELIGIBILITY FOR ORANGE COUNTY TRANSIT TAX REVENUE FUNDING**

4.01 **Requirements for Inclusion in the Orange County Transit Annual Work Program.** Only Parties in good standing to this Participation Agreement, Implementation Partners recognized through the Staff Working Group, or other partners as deemed critical, may request inclusion of an Implementation Element in the Orange County Transit Annual Work Program. The Parties agree that the terms and conditions of this agreement are pre-requisites to requesting and receiving Orange County Transit Tax Revenues funding allocations.

4.02 **Implementation.** An Operating or Capital Project Funding Agreement shall be required to support each implementation element submitted by each project sponsor identified in the Orange County Transit Annual Work Program except as specified in Section 4.03. Parties to this Comprehensive Participation Agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the requirements further defined in Section 7.07 of the Governance ILA. Signatory authorizations to any Global/Project Agreements shall be determined by the minimum financial threshold by any party to such agreement.

4.03 **Grace Period for Legacy Projects.** Active project supported by Orange County Transit Plan Revenues or other Dedicated Local Transit Funding Sources at the time of execution of this Agreement and projects in the adopted Fiscal Year 2024 Work Program shall be eligible for continued funding through the end of Fiscal Year 2024 (Grace Period). If a global/operating or global/capital project funding agreement that conforms to the conditions in this Agreement is not in place prior to the start of Fiscal Year 2025, the project shall no longer be eligible for ongoing/additional funding until such Agreement is in place.

4.04 **Capital/Operating Agreement Development.** Each Capital Funding Agreement and Operating Agreement entered into by any of the Parties or the Partners must contain all components defined in this Participation Agreement. If any Implementation Agreement involves federal or state funding must in addition contain those elements required to maintain eligibility for such funds.

**4.05 Capital Improvement Program (CIP) Review.** Each year's work program development process shall include a review of the CIP to determine which, if any, projects no longer meet the needs of the overall transit plan. Goal for this would be to remove such project(s) and reallocate funding as necessary to other areas of need.

**4.06 Good Faith Effort.** For any Party to this Agreement, or any involved Implementation Partner, that is unable to deliver a project as included in the Annual Work Program due to issues outside their control, Parties to a specific Project Agreement will work with the Staff Working Group through good faith to determine appropriate action to help resolve issues and facilitate delivery of said project. Parties shall reference supporting Orange County Transit Financial Policies and Procedures to guide the resolution process.

## **ARTICLE V SUPPLANTATION/SUPPLEMENTATION**

5.01 As of the Effective Date of this Participation Agreement, N.C.G.S. § 105-508.2 and N.C.G.S. § 105-564 require that Special District net tax proceeds must supplement and not supplant existing public transportation systems' funds or other resources as defined in Section 2.012 of the Governance ILA. The Parties acknowledge that the only funds subject to these requirements as of the execution of this Participation Agreement are:

- (a) Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half (1/2%) percent (*non-supplantation cited in N.C.G.S. 105-507.3.b*);
- (b) Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).

5.02 All Parties may pursue additional state and federal funding sources, which are not controlled locally, when appropriate for implementation of eligible projects. The use of existing funds or other resources, including state and federal funds, must be documented and made publicly available as a condition of receiving Orange County Transit Tax Revenue or other Locally Dedicated Transit Funding Sources. To the extent permitted by law, any audits required as a condition of receiving the identified funding sources shall be available for public inspection as well.

5.03 The most recently audited and reported local fiscal year prior to the January 15, 2012 of the one half (1/2%) percent Public Transportation Sales Tax Act local option sales and use tax as defined by N.C.G.S. 105-508 is the baseline for comparing all Parties' annual budgets for the Agreement.

5.04 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 the authority and funding sources outlined in this Participation Agreement.

5.05 All Parties shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary Amendments if statutory language in or judicial interpretation of N.C.G.S 105-508.2 or N.C.G.S 105-564 changes after Participation Agreement, execution.

## **ARTICLE VI AMENDMENT, TERMINATION AND NOTICE**

6.01 **Amendment.** This Participation Agreement may be amended to add or remove Parties or to change content. After the Effective Date of this Participation Agreement, any Eligible Participant Party or Governance ILA Party may become a Party to this Participation Agreement upon execution of the Participation Agreement by an authorized designee of that Party's governing board (or equivalent). If any Party proposes to amend Participation Agreement content, then the proposed amendment and the reasons for the proposed amendment must be communicated in writing to the SWG. All the Parties that have executed the Participation Agreement must adopt the amendment. The Parties will conduct a review of the Agreement at least every four (4) years to consider any desired updates through the Agreement through the Amendment process. If any Party desires to amend the Agreement outside the four (4) year review cycle, 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 affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Durham County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

6.02 **Termination upon a year's notice.** Any Party may terminate its obligations to this Participation Agreement by giving written notice of intent to terminate to the other Parties at least one (1) year prior to the effective termination date. A withdrawing Party must fulfill all obligations and duties of their Implementation Agreements unless such Agreements are terminated in accordance with their provisions. Any Party terminating participation is ineligible for future Orange County Transit Tax Revenue Funding or other Locally Dedicated Transit Funding Sources for any Implementation Element until and unless the Party re-enters into the Participation Agreement.

6.03 **Cooperation Provisions.** In the event of a termination, the terminating Party must fulfill existing and unperformed obligations until the effective termination date. The Participation Agreement remains in effect for the remaining Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary amendments and/or adding necessary Parties to perform the executory obligations of the withdrawing Party.

6.04 **Notice.** Any written or electronic notice required by this Participation Agreement shall be delivered to the Parties at the following addresses, with a copy where designated for each party, which copy shall not in and of itself constitute notice:

For DCHC MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization  
Executive Director  
101 City Hall Plaza  
Durham, NC 27701

For GoTriangle: GoTriangle General  
President/CEO  
PO BOX 13787  
Research Triangle Park, NC 27709

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

For the Town of Hillsborough:

Town of Hillsborough  
Attn: Town Manager  
PO Box 429  
Hillsborough, NC 27278

with a copy to:

Town of Hillsborough  
Attn: Town Attorney  
PO Box 429  
Hillsborough, NC 27278

For the Town of Carrboro:

Town of Carrboro  
Attn: Town Manager  
301 W Main Street  
Carrboro, NC 27510

with a copy to:

Town of Carrboro  
Attn: Town Attorney  
301 W Main Street  
Carrboro, NC 27510

For the Town of Chapel Hill:

Town of Chapel Hill  
Attn: Town Manager  
405 Martin Luther King Jr Blvd  
Chapel Hill, NC 27514

with a copy to:

Town of Chapel Hill  
Attn: Town Attorney  
405 Martin Luther King Jr Blvd  
Chapel Hill, NC 27514

For the City of Mebane:

City of Mebane  
Attn: City Manager  
106 East Washington Street  
Mebane, NC 27302

with a copy to:

City of Mebane  
Attn: City Attorney  
106 East Washington Street  
Mebane, NC 27302

For Orange County:

Orange County  
Attn: County Manager  
300 West Tryon Street  
PO Box 8181  
Hillsborough, NC 27278

with a copy to:

Orange County Attorney  
300 West Tryon Street  
PO Box 8181  
Hillsborough, NC 27278

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Representations and Warranties.** The Parties each represent, covenant, and warrant for the other's benefit as follows:

- (a) Each Party has all necessary authority to enter into this Participation Agreement and to conduct the processes created by this Participation Agreement. This Participation Agreement has been executed by each Party's governing body. This Participation Agreement is a valid and binding obligation of each Party.
- (b) To the knowledge of each Party, the execution and delivery of this Participation Agreement, the fulfillment of or compliance with its terms and conditions, and/or completing transactions conducted within this Participation Agreement results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by that it is bound or constitutes a default.
- (c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened affecting the Party's rights to execute or deliver this Participation Agreement or to comply with its obligations under this Participation Agreement.
- (d) Neither such Party's execution and delivery of this Participation Agreement, nor its compliance with its obligations under this Participation Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- (e) The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Participation Agreement.

7.02 **Agreement Related Dispute Resolution.** It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Party under this Agreement, the affected party shall engage in the following process:

- (a) Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.
- (b) Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.

- (c) All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- (d) The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- (e) Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

**7.03 Waivers of Non-Compliance with Participation Agreement.**

- (a) No provision of this Participation Agreement may be waived once the grace period as defined in Section 4.03, as applied to Legacy Projects, has concluded.
- (b) Any waiver of a provision or provisions of this document must be formally executed in accordance with section 7.07 of this Participation Agreement.
- (c) The failure of any Party to require timely compliance with this agreement or another agreement executed based upon this agreement shall not affect the right of the other Party to enforce the provisions of the agreement.
- (d) No waiver or acquiescence by a Party to any breach of any provision of an agreement is to be taken as authorization or a waiver to commit any subsequent breach of that provision or any other provision.

**7.04 Governing Law.** The parties intend that this Participation Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Orange County.

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

**7.06 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 Implementation Elements pursuant to enumerated authority or funding sources separate from those outlined in this Participation Agreement.

**7.07 Execution in Counterparts/Electronic Version of Participation Agreement.** This Participation Agreement may be executed via the use of counterparts. Any Party may convert the fully executed Participation Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for record retention purposes. Such electronic record of the Participation Agreement shall be deemed for all purposes to be an executed Participation Agreement.

**7.08 No Waiver of Sovereign Immunity.** Nothing in this Participation Agreement shall be construed to mandate purchase of insurance by Orange County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to 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.

**7.09 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 Participation Agreement or any other documents related to associated transactions. Such officers, agents, or employees execute this Participation 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.

**7.10 Verification of Work Authorization; Iran Divestment Act.** All Parties, and any permitted subcontractors, must 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.

**7.11 Third-Party Beneficiaries.** There are no third-party beneficiaries to this Participation Agreement.

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was approved by the Orange County Board of Commissioners by a vote of 7-0 on June 20, 2023.

ATTEST:

BY: *Karna Jensen*  
TITLE: Clerk to the Board

ORANGE COUNTY, NORTH CAROLINA

BY: *Jameth Bedford*  
TITLE: Chairperson, Board of County Commissioners

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was approved by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board by a vote of 8-0 on June 14, 2023.

ATTEST:

BY: *Jean Robinson*  
TITLE: Administrative Coordinator,  
Durham-Chapel Hill-Carrboro  
Metropolitan Planning Organization

DURHAM-CHAPEL HILL-CARRBORO  
METROPOLITAN PLANNING ORGANIZATION

BY: *Janice Elward*  
TITLE: Chairperson, Durham-Chapel Hill-Carrboro  
Metropolitan Planning Organization Board

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was \_\_\_\_\_ by the GoTriangle Board of Trustees by a vote of \_\_\_\_\_ on \_\_\_\_\_, 2023.

ATTEST:

BY: *Michelle Dawson*  
TITLE: \_\_\_\_\_

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

BY: *[Signature]*  
TITLE: Chairperson, Board of Trustees

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was \_\_\_\_\_ by the Town of Chapel Hill Town Council by a vote of \_\_\_\_\_ on \_\_\_\_\_, 2023.

ATTEST:  
BY: \_\_\_\_\_

TOWN OF CHAPEL HILL, NORTH CAROLINA  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Chairperson, Town Council

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was Approved the Town of Carrboro Town Council by a vote of 4-0/3 absent on MAY 23, 2023.

ATTEST:  
BY: [Signature]  
TITLE: Town Clerk

TOWN OF CARRBORO, NORTH CAROLINA  
BY: [Signature]  
TITLE: Chairperson, Town Council  
Mayor



The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was \_\_\_\_\_ by the Town of Hillsborough Board of Commissioners by a vote of \_\_\_\_\_ on \_\_\_\_\_, 2023.

ATTEST:  
CAROLINA  
BY: [Signature]  
TITLE: Town Clerk

TOWN OF HILLSBOROUGH, NORTH  
BY: [Signature]  
TITLE: Chairperson, Board of Commissioners

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was approved by the City of Mebane Town Council by a vote of 5-0 on June 5, 2023.

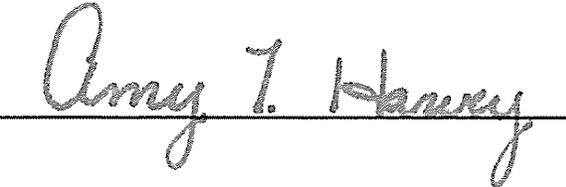
ATTEST:  
BY: Stephanie Shaw  
TITLE: City Clerk

CITY OF MEBANE, NORTH CAROLINA  
BY: [Signature]  
TITLE: Chairperson, City Council  
Mayor



**I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2023-05-24/R-5) adopted by the Chapel Hill Town Council on May 24, 2023.**

**This the 25th day of May, 2023.**

A handwritten signature in cursive script that reads "Amy T. Harvey". The signature is written in black ink and is positioned above a solid horizontal line.

**Amy T. Harvey  
Deputy Town Clerk**



**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A COMPREHENSIVE PARTICIPATION AGREEMENT, A COMPONENT OF THE ORANGE COUNTY TRANSIT GOVERNANCE INTERLOCAL AGREEMENT (2023-05-24/R-5)**

WHEREAS, the Research Triangle Regional Public Transportation Authority ("GoTriangle"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO"), and the County of Orange ("Orange County") adopted the Orange County Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Orange County Transit Multi-Year Vision Plan by and through the Orange County Transit Annual Work Program; and

WHEREAS, the Governance ILA establishes the Staff Working Group ("SWG"), comprised of staff representatives from the Governance ILA Parties and the Implementation Partners, and charged the SWG with coordinating and recommending the planning and implementation aspects of the Orange County Transit Annual Work Program; and

WHEREAS, Section 2.040 of the Governance ILA formally defines a Comprehensive Participation Agreement ("CPA") establishing standards governing eligibility for inclusion of sponsored Implementation Elements in the Orange County Transit Annual Work Program and receipt of any funding allocation from Orange County Transit Tax Revenue and other Dedicated Local Transit Funding Sources; evidencing acceptance of the most up-to-date Orange County Transit Annual Work Program (now and in the future) and the associated annual update process; and confirming roles in carrying out Staff Working Group (SWG) responsibilities; and

WHEREAS, the Parties to the CPA and the Implementation Partners, have or may have specific roles in public transit implementation and public transit infrastructure support in Orange County, they have determined it is in their best interest and that of their constituents to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, the Town of Chapel Hill and Chapel Hill Transit require Orange County Transit Tax District revenues to continue providing high-quality transit service now and in the future; and

WHEREAS, to remain eligible to include projects in the Orange County Transit Annual Work Program and receipt of any funding allocation from Orange County Transit Tax Revenue and other Dedicated Local Transit Funding Sources, the Town of Chapel Hill is required to execute the CPA; and

WHEREAS, local Governmental Parties are authorized to enter into this Comprehensive Participation 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, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorize the Mayor to execute the Comprehensive Participation Agreement, a component of the Orange County Transit Governance Interlocal Agreement, between the Town of Chapel Hill, Research Triangle Regional Public Transportation Authority (GoTriangle), Durham-Chapel Hill-Carrboro Metropolitan Planning organization (DCHC MPO), County of Orange, Town of Carrboro, Town of Hillsborough, and City of Mebane, and in coordination with Triangle J Council of Governments (TJCOG) and University Of North Carolina, Chapel Hill (UNC Chapel Hill), as described in the May 24, 2023 meeting materials.

This the 24<sup>th</sup> day of May, 2023.

GLOBAL OPERATING FUNDING AGREEMENT  
FOR OPERATIONS AND ADMINISTRATION

## ORANGE COUNTY TRANSIT FY2025

This Global Operating Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") as the administrator of the Triangle Tax District and Orange County ("County"). 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 Orange 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 Orange County, referred to as the "Orange County Transit Plan", and this Plan was unveiled and adopted by the GoTriangle Board of Trustees, the Durham Chapel Hill Carrboro Metropolitan Planning Organization's ("DCHC MPO") Policy Board, and the Orange County Board of Commissioners in 2022;

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

WHEREAS, based on Section 5.02 of the Governance ILA, Orange County 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 Staff Working Group ("SWG") and charged the SWG with coordinating and recommending the planning and implementation aspects of the Orange County Transit Work Program; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, and numerous Orange County municipalities, entered into a Comprehensive 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 Orange County Transit Annual Work Program, receipt of funding allocations from Orange County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out SWG responsibilities; and

WHEREAS, the FY25 Orange Transit Work Program was developed and recommended by the SWG, presented for public comment, and adopted, as required, by the Boards of Orange County and GoTriangle; and

WHEREAS, the FY 2025 Triangle Tax District Orange Operating Ordinance was adopted by the GoTriangle Board of Trustees; and

WHEREAS, the Parties desire to implement the components of the FY 2025 Orange County Transit Work Program as adopted by GoTriangle and Orange County; and

WHEREAS, as stated in the Comprehensive Participation Agreement, all Implementation Elements ("Projects") contained in the Orange County Transit Annual Work Program, whether partially or fully funded with Orange County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Global/Capital Funding Agreement or an Global/Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and all other appropriate Parties as identified in Exhibit A.

WHEREAS, Orange County, shall be a party to any Operating Agreement if any Project involves federal or state funding that is otherwise under the distribution and program management responsibility of County 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. **Annual Approval:**

The Agreement shall be reviewed annually to determine project progress and appropriate updates to Exhibit A documents, which is then executed by all appropriate Parties. The review and approval should consist of:

- A. Addition of new Projects to the Exhibit A if one or more is identified to be included as a part of this Agreement.
- B. Removal of Projects from the Exhibit A if one is identified to be complete or to be discontinued during the Agreement review process.
- C. Update of active Projects in Exhibit A if one or more is identified to require changes to the scope and/or annual funding amount.
- D. Updated Agreement shall be reviewed and executed by all Parties.

2. **Term:**

The Term, or period of performance, is defined as the latest anticipated year for programmed funds allocated by the Orange County Transit Annual Work Program for all

Projects identified in Exhibit A, plus an additional twelve (12) months.

3. **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 approved Project(s) in the Orange County Transit Annual Work Program, shall be implemented with programmed funding commitments as highlighted in Exhibit A, in accordance with the requirements of the Comprehensive Participation Agreement.

4. **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 Orange County Annual Transit Work Program Reimbursement Request and Financial Report Template ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly, or monthly if preferred by the Implementing Party. The reimbursement request shall be emailed to [DOTransitReimbursements@gotriangle.org](mailto:DOTransitReimbursements@gotriangle.org) with a copy to the identified Tax District Administration staff Steven Schlossberg ([SSchlossberg@gotriangle.org](mailto:SSchlossberg@gotriangle.org)) and Darlene Weaver ([dweaver@orangecountync.org](mailto:dweaver@orangecountync.org)).

All Reimbursement Requests must be made using the Orange Transit Work Program 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 Orange County Transit Work Program 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 shall be submitted by August 10 or date determined by the Tax District Administrator for the fiscal year in which the work was done.

(6) Further, the Implementing Party shall:

- (a) Ensure that Orange County 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) For new or extended transit routes, the Implementing Party agrees to coordinate with affected municipalities prior to implementation. These coordination efforts should include discussions as it relates to, but are not limited to, route planning and development, schedule development, installation of passenger amenities to support new transit operations, maintenance and upkeep of passenger amenities, public engagement and advertisement in relation to the new services, etc.

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 2025 Triangle Tax District Orange Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY2025 Orange County Transit Work Program.
- (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 Orange Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle, Orange County and DCHC MPO in 2023. 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 SWG 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 Orange County Transit Financial Policies and Guidelines, which includes Billing, Payment and Reimbursement Policy and Guidelines, adopted by GoTriangle and DCHC MPO and Orange County.

C. Responsibilities of DCHC MPO

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

D. Responsibilities of Orange County

- (1) Orange County, as a non-Implementing Party shall serve as a Party to this Agreement in accordance with the Orange County Transit Interlocal Agreement.
- (2) Orange County shall review and approve all invoices for GoTriangle, as an Implementing Party, Projects, whether it be through quarterly, monthly or advanced payment cycles. Orange County shall follow a similar review process of Go Triangle reimbursements listed above" Responsibility of GoTriangle" item 2 and 3 listed in the above section.

5. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party agrees to provide quarterly and annual reporting per the Comprehensive 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 financial status of each Project identified in Exhibit A in all quarterly reports (Q1, Q2, Q3, and Q4). The implementing Party shall include in its enhanced Q2 and Q4 reports, a narrative description of physical progress, an assessment of risks that may impact delivery of the Projects identified in Exhibit A, and a forecast of anticipated deviations from project scope, schedule, and budget baselines identified in Exhibit A agreed upon template. If the Implementing Party is allocating local, federal, state, or other funds towards Projects identified in Exhibit A, it is the Implementing Party's responsibility if they desire to report those expenditures to the Tax District Administrator, which shall be included as part of the enhanced Q2 and Q4 reports. The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Progress Updates**

- A. Meeting: Parties to this Agreement shall endeavor to schedule one project update meeting annually within the forum of the Staff Working Group, unless otherwise determined, so long as it precedes the development and publication of the Orange County Transit Draft Annual Work Program. This is to review the enhanced Q2 report developed by the Implementing Party and Implementation Partners and discuss the extent to which the Project, or sets of Projects, is achieving documented metrics, as

outlined in Section 4 of this Agreement. Generally, these expectations can be defined through the three following elements: Cost, Schedule and Functionality. This meeting shall also evaluate and confirm that the Project or sets of Projects, is meeting expectations outlined in Exhibit A, and provide a forum to discuss proposed mitigation strategies when metrics are not on track.

- B. Amendment Initiation: If metrics for one or more Projects are not being met, Parties to this Agreement shall utilize the approved work program development and/or amendment process to make any necessary adjustments to support the meeting of defined expectations.

7. **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.

8. **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.

9. **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 Comprehensive Participation Agreement (separately each a "breach"), any Party to this Agreement shall notify the SWG Administrator and the other Parties to this Agreement. The Non-Breaching party may place the item on a SWG 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 Orange Transit Tax.

- (b) 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.

**10. 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.

**11. Record Retention:**

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

**12. Notices:**

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

If to GoTriangle:

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

And with a copy to:

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

If to Clerk to the SWG:

Orange County  
Attn: SWG Administrator  
201 E Main Street  
Orange, NC 27601

If to DCHC MPO:

DCHC MPO  
Attn: Executive Director

Central Pines Regional Council  
4307 Emperor Blvd., Suite 110  
Durham, NC 27703

13. **Representations and Warranties:**

The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and 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.

14. **Merger and Precedence:**

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

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

15. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this

Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Orange County, North Carolina.

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

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

17. **Force Majeure.** The performance of each Party hereunder shall be excused for such period of time as performance is delayed due to force majeure. If any Party hereto is delayed in the completion of its obligations hereunder by the act, delay in providing approval, or default of the other Parties through no fault of the delayed Party, or by acts of God (which shall be deemed to include weather delays caused by rainfall, snow or other factors in excess of such weather for the season in which such performance is to occur that actually cause a delay in performance, fire, strikes, lockouts, unavoidable casualties, war, acts of terrorism, civil commotion, fire or other casualty, theft of materials, unseasonable shortages of materials or supplies, pandemic, epidemic, or any other cause whatsoever beyond the commercially reasonable control of the delayed Party then the time herein fixed for completion of such obligations shall be extended by the number of days that the delayed Party has thus been delayed. The delayed Party shall provide the other Parties hereto with written notice of any delay within ten (10) days after commencement of such delay; provided, however, that only one notice is necessary in the case of a continuing delay.

18. **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 Orange County.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

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

There are no third-party beneficiaries to this Agreement.

26. **E – Verify:**

All Parties 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 a Party's knowledge, any subcontractor employed by a Party as a part of this Agreement 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 Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall prevail.

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

The Parties certify that they have 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.

28. **Electronic Signatures:**

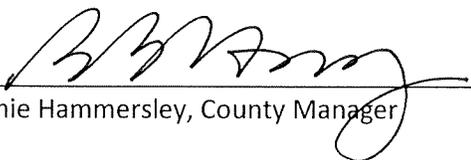
Parties acknowledge and agree that the electronic signature application Adobe Sign may be used to execute this Agreement and any associated documents. By

selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the Adobe Sign application, Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes Parties' signatures as if signed by Parties in writing. Parties also agree that no certification authority or other third-party verification is necessary to validate the electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic signature. Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the Adobe Sign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

SIGNATURE PAGES FOLLOW

Orange County

By:

  
\_\_\_\_\_  
Bonnie Hammersley, County Manager

Attachment 1

<p><b>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</b></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>

## Template Exhibit A

Project ID	Project Category	Project Subcategory	
Project Description & Goals		Project at a Glance	
A PROJECT DESCRIPTION, ADAPTED FROM ANNUAL WORK PROGRAM, GOALS THAT THE PROJECT SHOULD BE ACHIEVING – DEFINED/SUPPLIED BY THE PROJECT SPONSOR AND REVIEWED BY THE SWG ADMINISTRATOR/SWG		Project Title	
		Agency ([PROJECT SPONSOR])	
		Parties to Project	
		Budgeted FYXX Costs (Current Year)	
		Programmed FYXX Costs (Subsequent Year)	
		Planned Start Date	

PROJECT IMPLEMENTATION METRICS	
Metric	Goal <i>(this is aspirational, not necessarily binding)</i>
<i>Listing and format may vary based on project type. Example is shown below for a capital example - bus stop improvement program:</i>	
<u>Number of Bus Stops Completed Per Year</u>	
FY24	40
FY25	50
FY26-30	75
FY30	<i>All Stops in Orange Improved</i>
<i>Percentage of Bus Stops Meeting Adopted Amenity Standards</i>	<i>Need to establish goals</i>
<i>Miles of Sidewalk Constructed with Stop Improvements</i>	<i>No goal set as it is context specific, but we want to report the output</i>
<i>Number of New and Improved Crosswalks Constructed at Bus Stops</i>	<i>No goal set as it is context specific, but we want to report the output</i>
<i>Actual Expenditures versus Planned Expenditures</i>	<i>See table below for anticipated expenditures</i>
<i>MWBE Contracting</i>	<i>n/a</i>

TRANSIT PLAN PERFORMANCE METRICS
List the programmatic Transit Plan Performance Metrics that this project is expected to contribute towards. Example is shown below for bus stop improvement program:
<i>Improved customer satisfaction survey results</i>
<i>Increased ridership</i>
<i>Reduced emissions due to ridership</i>
<i>Improved safety near bus stops</i>