

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AGREEMENT SETTING FORTH THE MUTUAL UNDERSTANDING OF THE

PARTIES AS TO THE SCOPE AND CONTENT OF THE FINANCIAL PLAN

BETWEEN

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY;

DURHAM COUNTY; ORANGE COUNTY; WAKE COUNTY;

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION;

DURHAM, CHAPEL-HILL, CARRBORO METROPOLITAN PLANNING

ORGANIZATION;

AND

BURLINGTON-GRAHAM METROPOLITAN PLANNING ORGANIZATION

This Agreement (the “Agreement”), entered into upon the last execution date set forth below, by and between **RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**, d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina (hereinafter “GoTriangle”), **DURHAM COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter “Durham County”), **ORANGE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter “Orange County”), **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter “Wake County”), **CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**, a metropolitan planning organization with jurisdiction in Wake County (hereinafter “CAMPO”), **DURHAM, CHAPEL-HILL, CARRBORO METROPOLITAN PLANNING ORGANIZATION**, a metropolitan planning organization with jurisdiction in Durham and Orange County (hereinafter “DCHC-MPO”) and **BURLINGTON-GRAHAM METROPOLITAN PLANNING ORGANIZATION**, a metropolitan planning organization with partial jurisdiction in Orange County (hereinafter “BG-MPO”); individually referred to as “Party” and collectively referred to herein as “the Parties”;

WITNESSETH:

WHEREAS, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S. 160A-603 *et seq.* by concurrent resolution of Orange, Durham, and Wake counties and duly incorporated as a body corporate and politic and vested with the general powers set forth in N.C.G.S. Chapter 160A Article 26; and

WHEREAS, Durham County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S. 153A-11; and

WHEREAS, Orange County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S. 153A-11; and

WHEREAS, Wake County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S. 153A-11; and

WHEREAS, CAMPO is the metropolitan planning organization for the N.C. Capital Area Metropolitan Planning Area established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the law of North Carolina pursuant to N.C.G.S. 136-200.1 with jurisdiction in Wake County; and

WHEREAS, DCHC-MPO is the metropolitan planning organization for the N.C. Capital Area Metropolitan Planning Area established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the law of North Carolina pursuant to N.C.G.S. 136-200.1 with jurisdiction in Durham County and Orange County; and

WHEREAS, BG-MPO is the metropolitan planning organization for the N.C. Capital Area Metropolitan Planning Area established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the law of North Carolina pursuant to N.C.G.S. 136-200.1 with partial jurisdiction in Orange County; and

WHEREAS, Durham County, Orange County, and Wake County are organizing members of GoTriangle; and

WHEREAS, GoTriangle, in accordance with its general powers set forth in N.C.G.S. Chapter 160A Article 26 and N.C.G.S. Chapter 105 Article 43 created a special tax district on behalf of Durham County and Orange County for the purpose of authorizing a referendum for the levy of a ½ percent sales and use tax for public transportation systems; the district initially comprised the entire jurisdiction of Durham County, but was expanded on or about June 27, 2012 to include Orange County, hereinafter referred to as the “Western Triangle Tax District;” and

WHEREAS, GoTriangle, as administrator of the Western Triangle Tax District pursuant to N.C.G.S. 105-509.1 collects annual sales and use tax revenue derived from the successful Durham County and Orange County referendums to carry out the transit plans for Durham County (*The Durham County Bus and Rail Investment Plan*) and Orange County (*The Bus and Rail Investment Plan in Orange County*), hereinafter collectively referred to as the “Durham and Orange Bus and Rail Investment Plans”); and

WHEREAS, GoTriangle in 2014 also created a separate special tax district on behalf of Durham and Orange counties named the “Durham-Orange Special Tax District” for the levy of a three dollar (\$3.00) increase in the Annual Motor Vehicle License Tax pursuant to N.C.G.S. 105-561; and

WHEREAS, GoTriangle, in addition to the ½ percent sales and use tax collected in the Western Triangle Tax District and the \$3.00 increase in motor vehicle license tax collected in the Durham-Orange Special Tax District, also collects in Wake, Durham and Orange counties vehicle rental taxes from retailers pursuant to N.C.G.S. 105-550 *et seq.* and a five dollar (\$5.00) motor vehicle license tax pursuant to N.C.G.S. 105-560 *et seq.*; and

WHEREAS, Wake County as of the date of this Agreement, has not held an advisory referendum in accordance with N.C.G.S. 105-509 on the question of whether to levy a local one half percent (½%) sales and use tax in Wake County, but has expressed a desire for doing so in order to implement Wake County Transit Plan unveiled on or about December 8, 2015; and

WHEREAS, Wake County has not yet authorized the levy of an additional three dollar (\$3.00) increase in motor vehicle license tax collected pursuant to N.C.G.S. 105-561 or a new seven dollar (\$7.00) Wake County vehicle registration fee pursuant to N.C.G.S. 105-570, *et seq.*, but may contemplate doing so in the future to further fund the Wake County Transit Plan; and

WHEREAS, acting on a Resolution of the Wake County Board of Commissioners dated May 2, 2016, and subject to the conditions and stipulations set forth therein, which includes execution of this Agreement by the Parties named herein, GoTriangle pursuant to N.C.G.S. 105-508, expanded the Western Triangle Tax District on May 25, 2016 to include Wake County and filed a Resolution required for the same with the North Carolina Secretary of State, wherein the Western Triangle Tax District was renamed the “TRIANGLE TAX DISTRICT”; and

WHEREAS, the Triangle Tax District remains a multi-county tax district, which now comprises the entire geographical boundaries of Durham, Orange, and Wake counties; and

WHEREAS, Durham and Orange counties, in their capacity as members of the multi-county Triangle Tax District, and DCHC-MPO, BG-MPO and CAMPO, the Metropolitan Planning Organizations whose jurisdiction encompasses the Triangle Tax District, are statutorily charged pursuant to N.C.G.S. 105-508.1 to approve a financial plan that provides for the equitable use of the net proceeds within or to the benefit of the special tax district prior to the levy of any tax within the district; and

WHEREAS, Durham and Orange counties, DCHC-MPO and BG-MPO, by and through their approval of the Durham and Orange Bus and Rail Investment Plans, adopted financial plans (“Durham and Orange Bus and Rail Financial Plans”) in 2011 and 2012 for the Western Triangle Tax District and levied a tax for the same in accordance with N.C.G.S. 105-509 *et seq.* for public transportation systems in Durham County and Orange County;

WHEREAS, it is the intent of the Parties for the Durham and Orange Bus and Rail Investment Plans already approved and in implementation to continue carrying out the transit vision planned for these counties;

WHEREAS, as a precondition to the levy of any tax in Wake County pursuant to N.C.G.S. 105-508.1 *et seq.*, Durham and Orange counties, DCHC-MPO, BG-MPO, and CAMPO must approve the financial plan for the implementation of the Wake County Transit Plan within the multi-county Triangle Tax District; and

WHEREAS, Wake County has likewise conditioned its membership in the multi-county Triangle Tax District on the Parties to this Agreement approving its financial plan (“Wake County Financial Plan”) pursuant to N.C.G.S. 105-508.1; and

WHEREAS, the Parties agree that the mutual assurances provided herein are given as consideration for Wake County’s agreement to join the multi-county Triangle Tax District for the purpose of holding an advisory referendum on the levy of a ½ percent sales tax for public transit; and

WHEREAS, prior to calling for an advisory referendum before the voters of Wake County for the purpose of authorizing the levy of a ½ percent sales tax for public transit, the Parties desire to define and approve, pursuant to this Agreement, “the Wake County Financial Plan” that will govern the use of all revenue, including any Wake County Tax Revenue or Wake Transit Revenue, and further designate the parameters, respective roles, and limitations of the Parties with respect to the addition, governance and implementation of the Wake County Transit Plan; and

WHEREAS, the Parties are authorized to enter into this Agreement in order to pursue the above stated goals.

NOW THEREFORE, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

1.01 **Purpose.** The purpose of this Agreement is to establish by written agreement the approval of the Wake County Financial Plan required pursuant to N.C.G.S. 105-508.1, define the expectations and duties of the Parties now that Wake County has joined the multi-county Triangle Tax District and to further document the financial terms and conditions for the implementation of transit investment, including the Wake County Transit Plan, the equitable use of net proceeds collected by GoTriangle within any special district to which all Parties of the Agreement are a member, including the Triangle Tax District.

This Agreement shall be evidence of the intent between the Parties with respect to the financial terms and conditions governing the use of transit revenues, including Wake County Tax Revenues and Wake Transit Plan Revenues and the equitable use of proceeds within and for the benefit of any special district to which all the Parties of the Agreement are a member. The execution of this Agreement shall be conclusive evidence that the Parties have reviewed and approved the Financial Plan as contemplated by N.C.G.S. 105-508.1.

ARTICLE II DEFINITIONS

2.01 “DURHAM AND ORANGE BUS AND RAIL INVESTMENT PLANS” shall mean the transit plans formally known as *The Durham County Bus and Rail Investment Plan* and *The Bus and Rail Investment Plan in Orange County*, being those same plans adopted by Durham County, Orange County, GoTriangle, BG-MPO, and DCHC-MPO, and currently administered by GoTriangle for Durham County and Orange County.

2.02 “DURHAM AND ORANGE BUS AND RAIL FINANCIAL PLANS” shall mean the Financial Plans as defined herein and contained in the Durham and Orange Bus and Rail Investment Plans attached hereto as Exhibit A, developed and approved in accordance with N.C.G.S. 105-508.1 on behalf of Durham and Orange counties in conjunction with the creation of the Western Triangle Tax District, and being the same “financial plans” referenced in the Resolution of the Triangle Transit (now known as GoTriangle) Board of Trustees Authorizing the Levy of a One-Half Percent (1/2%) County Sales and Use Tax for Public Transportation filed on or about December 14, 2012 with the North Carolina Secretary of State.

2.03 “EQUITABLE USE OF NET PROCEEDS WITHIN OR TO BENEFIT THE SPECIAL DISTRICT” as that term is used in N.C.G.S. 105-508.1, so long as Wake County is a member of the multi-county Triangle Tax District shall mean:

A 100% dedication of all Wake County Tax Revenue and Wake Transit Plan Revenues as defined in Sections 2.12 and 2.14 for the exclusive use and benefit of the Wake County Transit Plan to the exclusion of any other transit plan within the Special District. A 100% dedication of all Non-Wake County Tax Revenue derived from transit funding sources in counties other than Wake for the exclusive use and benefit of those county transit plans within the Special District, to the exclusion of the Wake County Transit Plan.

This definition contemplates that a complete segregation of all Wake County Tax Revenue and Wake Transit Plan Revenues for the purpose stated herein is required to carry out the Financial Plan of the Tax District pursuant to N.C.G.S. 105-508.1 and that this definition considers the (i) identified needs of local public transportation systems in the district, (ii) human service transportation systems within the district, (iii) expansion of public transportation systems to underserved areas of the district. The Equitable Use of Net Proceeds shall not contemplate or include pledging, committing, agreeing to apply, or otherwise using any portion of Wake County Tax Revenue or Wake Transit Plan Revenues for any purpose now, or in the future, other than in accordance with the Wake County Transit Work Plan. Likewise, this definition contemplates that Non-Wake County Tax Revenue shall not be pledged, committed, applied, or otherwise used by Wake County unless approved by the other counties within the district. “Net proceeds” as used herein shall mean gross proceeds less the cost of collection being allocated to GoTriangle as administrator of the Special District on behalf of any member county.

2.04 “FINANCIAL PLAN” as that term is used in N.C.G.S. 105-508.1(2) shall mean:

(1) As related to the Wake County Transit Plan:

(a) *If now or in the future the Special District consists only of Wake County*, the Financial Plan requiring approval shall mean the Plan Implementation and Finance section set forth in pages 32-36 of the Wake County Transit Plan as supported by the details of the Transit Plan, and modeled in the Financial Model, being that same Plan approved by the Wake County Board of Commissioners pursuant to a Resolution on June 6, 2016.

(b) *If now or in the future the Special District consists of Wake County and one or more other counties*, the Financial Plan requiring approval shall mean the Implementation and Finance section set forth in pages 32-36 of the Wake County Transit Plan as supported by the details of the Transit Plan and modeled in the Financial Model, being that same Plan approved by the Wake County Board of Commissioners pursuant to a Resolution on June 6, 2016. The Financial Plan shall only include funds that would be budgeted and reported in the Wake Transit major operating and capital funds; provided that financial plans for other counties in the District, if any, have previously been

approved by those counties. The Parties agree the Financial Plan for the Special District will segregate the Wake County Transit Plan, Wake Tax Revenues, and Wake Transit Plan Revenues from any and all plans in support of projects not included in the Wake County Transit Plan.

(2) As related to the Durham and Orange Bus and Rail Investment Plans:

- (a) *Durham County*: With respect to Durham County, the approved Financial Plan shall mean the Durham County Revenues and the Durham Financial Plan Data sections set forth on pages 12-15 of *The Durham County Bus and Rail Investment Plan* and any other financial terms or appendices included therein, being that same Plan approved by Durham County, GoTriangle, and DCHC-MPO on or about on June 27, 2011, June 22, 2011 and June 22 2011 respectively.
- (b) *Orange County*: With respect to Orange County, the approved Financial Plan shall mean the Orange County Revenues and the Orange Financial Plan Data sections set forth on pages 22-29 of *The Bus and Rail Investment Plan in Orange County* and any other financial terms or appendices included therein, being that same Plan approved by Orange County, GoTriangle, BG-MPO and DCHC-MPO, on or about October 2, 2012, June 27, 2012, August 21, 2012, and October 22, 2012.

2.05 “NON-WAKE COUNTY TAX REVENUES” shall mean all revenues collected on behalf of member counties other than Wake County within the Tax District or Special District that are derived from transit funding sources associated with counties other than Wake County.

2.06 “SPECIAL DISTRICT” or “TAX DISTRICT” shall mean 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 Wake County is a member, now or in the future.

2.07 “TRANSIT PLANS” shall mean the joint reference to the Wake County Transit Plan and the Durham and Orange Bus and Rail Investment Plans as used herein.

2.08 “TRANSIT PLANNING ADVISORY COMMITTEE” or “TPAC” shall mean an advisory committee as that term is defined in N.C.G.S. 160A-462, created and tasked with certain duties and responsibilities as detailed within the Wake Transit Governance Interlocal Agreement for the implementation of the Wake County Transit Plan.

2.09 “WAKE TRANSIT GOVERNANCE INTERLOCAL AGREEMENT” shall mean the Interlocal Agreement entered into between GoTriangle, as administrator of the Triangle Tax District; Wake County, a body politic and corporate; and CAMPO, the Metropolitan Planning Organization in Wake County for the implementation and governance of the Wake County Transit Plan; and

2.10 “TRIANGLE TAX DISTRICT” shall mean the tax district, also referred to as the

Special District created by GoTriangle on or about May 25, 2016 pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.*

2.11 “WAKE COUNTY FINANCIAL PLAN” shall mean the financial plan attached hereto as Exhibit B, required pursuant to N.C.G.S. 105-508.1 for the implementation of the Wake County Transit Plan. The initial Financial Plan is the Plan Implementation and Finance section set forth in pages 32-36 of the Wake County Transit Plan. The Wake County Financial Plan shall only include funds that would be budgeted and reported in the Wake Transit Plan major operating and capital funds, excluding plans from any other counties or associated with any other plans in the Tax District. The Wake County Financial Plan shall also segregate all Wake Tax Revenues and Wake Transit Plan Revenues from any and all Non-Wake County Revenues or Transit Plans associated with projects or expenditures that are not included in the Wake County Transit Plan.

2.12 “WAKE COUNTY TAX REVENUE” shall be defined as all revenues derived from transit funding sources in support of the Wake Transit Plan, which shall include the ½ percent local option sales and use tax as defined by N.C.G.S. 105-508; the County vehicle registration fee assessed by the Wake County Board of Commissioners in accordance with N.C.G.S. 105-570 *et seq.*; the increased portion of the regional vehicle registration fee assessed by GoTriangle in accordance with N.C.G.S. 105-561 *et seq.* allocated to Wake County; and the portion of vehicle rental tax collected by GoTriangle pursuant to N.C.G.S. 105-550 *et seq.* and as allocated by the GoTriangle Board of Trustees to Wake County.

2.13 “WAKE COUNTY TRANSIT PLAN” shall mean the document entitled “Recommended Wake County Transit Plan” dated December 2015, being that same document approved by the Wake County Board of Commissioners pursuant to a Resolution on June 6, 2016.

2.14 “WAKE TRANSIT PLAN REVENUE” shall mean Wake County Tax Revenue, any federal or state funds, debt proceeds, fares, local contributions, and other sources of revenue used to fund the Wake County Transit Plan.

2.15 “WAKE COUNTY TRANSIT WORK PLAN” or “WAKE TRANSIT WORK PLAN” shall mean the comprehensive plan for transit capital and operations in Wake County presented by the TPAC which shall include all of the separate components of:

- a. Annual Operating Budget Ordinance. This shall be supplied for the Wake Transit major operating fund which will appropriate funds for the operation and administration of transit projects as well as for any other agencies involved in producing products for TPAC review;
- b. Annual Tax District administration budget for the Wake Transit major operating and capital fund;
- c. Multi-Year Capital Improvement Plan (CIP) supplied for the Wake Transit major capital fund that clearly identifies specific projects, project sponsors responsible for undertaking those projects, project funding sources, and project expenditures. (NOTE:

The Multi-year CIP shall be updated annually to coincide with the annual capital budget always being the first year of appropriation of funding for capital projects identified in the CIP. The Multi-year CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the Raleigh Urbanized Area designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the final horizon year of both the Transportation Improvement Program and Metropolitan Transportation Plan.);

- d. Annual Capital Budget Ordinance supplied for the Wake Transit major capital fund that allocates financial resources to specific project sponsors for specific projects, and represents the first year of appropriation of funding for capital projects identified in the Multi-Year CIP;
- e. Multi-year Operating Program (as defined *supra.*);
- f. Update of the Wake Transit Financial Plan and financial model assumptions and corresponding update of the planning horizon of Wake Transit Work Plan future projects not included in the current Multi-year CIP. The Parties shall use good faith efforts to align planning horizon year with the horizon year of the current CAMPO MTP. The Financial Model shall contain agreed upon financial assumptions of the TPAC for Wake Transit Work Plan revenues involving federal, state and local sources and multi-year capital and operating costs including liquidity targets and debt ratios relevant to rating agency metrics;
- g. Capital Funding Agreements or Master Agreements; and
- h. Operating Agreements or Master Agreements.

Nothing herein shall prevent Wake County from entering into a Cost Sharing Agreement with other jurisdictions for any regional transit projects or systems so long as they are detailed in the Wake County Transit Work Plan.

2.16 “WESTERN TRIANGLE TAX DISTRICT” shall mean the special tax district created by the authorizing Resolution of GoTriangle on or about June 27, 2012 that includes the entire area of Orange County and Durham County as further referenced in the Resolution of the Triangle Transit Board of Trustees Authorizing the Levy of a One-Half Percent (1/2%) County Sales and Use Tax for Public Transportation filed on or about December 14, 2012 with the North Carolina Secretary of State.

ARTICLE III EFFECTIVE DATE, TERM, AMENDMENT

- a. *Effective Date.* This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties.

b. This Agreement shall continue so long as Wake County is a member of any-multi county Special District or Tax District.

c. Any amendment, termination, or renewal of this Agreement must be in the form of a written instrument properly authorized and executed by the governing boards of each Party.

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

For GoTriangle:

Jeffrey G. Mann
General Manager
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709
Suite 100, 4600 Emperor Blvd.
Durham, NC 27703

Mail
Delivery

With a copy to

Shelley Blake
General Counsel
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709
Suite 100, 4600 Emperor Blvd.
Durham, NC 27703

Mail
Delivery

For Durham County:

Durham County Manager
200 East Main Street
2nd Floor, Old Courthouse
Durham, NC 27701

For Orange County:

Orange County Manager
200 South Cameron Street
Hillsborough, NC 27278

For DCHC-MPO:

DCHC Metropolitan Planning Organization
101 City Hall Plaza
Durham, NC 27701

For BG-MPO: Burlington-Graham Metropolitan Planning Organization
425 S. Lexington Ave.
Burlington, NC 27215

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

For Wake County: Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

With a copy to Wake County Attorney
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

ARTICLE IV THE TRIANGLE TAX DISTRICT FINANCIAL PLAN

4.01 Financial Plan. The Financial Plan for the Triangle Tax District shall be the three financial plans referred to herein as the “Durham and Orange Bus and Rail Financial Plans” and the “Wake County Financial Plan,” said plans being incorporated by reference and attached hereto as *Exhibits A and B*, hereinafter jointly referred to and combined as the “Triangle Tax District Financial Plan.”

- a) *Durham and Orange Bus and Rail Financial Plans.* The Financial Plans as defined herein that are contained in the Durham and Orange Bus and Rail Investment Plans attached hereto as *Exhibit A*, which shall continue to govern the expenditure of all proceeds collected on behalf of Durham and Orange counties by and through GoTriangle, as administrators of the Durham and Orange Bus and Rail Investment Plans.
- b) *Wake County Financial Plan.* The Plan attached hereto as *Exhibit B*, which shall govern the expenditure of any proceeds collected on behalf of Wake County by and through GoTriangle for the implementation of the Wake County Transit Plan. For clarity, all Wake County Tax Revenue and Wake County Transit Revenue collected by and through GoTriangle shall be accounted for separate and apart from any revenues collected on behalf of Durham and Orange counties in strict compliance with the financial terms outlined in the Wake Transit Governance Interlocal Agreement.

4.02 Equitable Use of Net Proceeds within the Triangle Tax District. In accordance with N.C.G.S. 105-508.1, the Parties hereby acknowledge that the Durham and Orange Bus and Rail Financial Plans and the Wake County Financial Plan, as further described in Section 4.01, above, were modeled at different times, for separate geographical boundaries and transit systems within those boundaries, and with different assumptions. As such, the Parties hereby agree that pursuant to N.C.G.S. 105-508.1, the “equitable use” of all Wake County Tax Revenue and Wake Transit Plan Revenue collected by and through GoTriangle in administration of the Triangle Tax District shall be as defined pursuant to Section 2.03 above. The Parties further agree that a segregation of all Wake County Tax Revenue and Wake Transit Plan Revenue and all expenditures of the same as dictated by the Wake County Transit Plan as defined in Section 2.13, above, is an “equitable use” of said revenues, for the benefit of the Triangle Tax District.

4.03 Approval of the Wake County Financial Plan. By execution of this Agreement, the Parties signify their approval of the Wake County Financial Plan in accordance with N.C.G.S. 105-508.1.

4.04 Oversight, Implementation & Amendments to the Financial Plan. Nothing herein shall confer any right, duty, oversight, or authority upon Durham County, Orange County, DCHC-MPO, or BG-MPO, to amend, review or approve any revisions or modifications to the Wake County Financial Plan or any aspects related to the implementation of the Wake County Transit Plan. Likewise, nothing herein shall confer any right, duty, oversight, or authority upon Wake County or CAMPO to amend, review or approve any revisions or modifications to the Durham and Orange Bus and Rail Financial Plans.

4.05 Modeling of the Financial Plan. Consistent with the financial segregation of all Wake County Tax Revenues and Wake Transit Plan Revenues from any and all plans or projects not included in the Wake County Transit Plan, the Wake County Financial Plan shall be modeled and presented separate and apart from any other financial plan of the Tax District, including the Durham and Orange Bus and Rail Financial Plans.

ARTICLE V

INDEPENDENCE OF TRANSIT PLANS AND LIMITATIONS OF THE PARTIES

5.01 Independence of the Transit Plans. Durham County, Orange County, DCHC-MPO and BG-MPO, by virtue of this Agreement hereby acknowledge they do not have any authority, control, or input in the administration, implementation or governance of the Wake County Transit Plan or any financial components associated with the same. Notwithstanding the above, it is acknowledged that the GoTriangle Board of Trustees has representative membership from Durham and Orange counties. Likewise, Wake County and CAMPO, by virtue of this Agreement hereby acknowledge they do not have any authority, control, or input in the administration, implementation or governance of the Durham and Orange Bus and Rail Investment Plans or any financial components associated with the same. Notwithstanding the above, it is acknowledged that the GoTriangle Board of Trustees has representative membership from Wake County.

5.02 **Governance of the Transit Plans.**

a. *Wake County Transit Plan.* The governance of the Wake County Transit Plan and all financial components of the same shall be strictly in accordance with the framework and provisions detailed in the Wake Transit Governance Interlocal Agreement, to which Durham County, Orange County, DCHC-MPO and BG-MPO are not parties.

b. *Durham and Orange Bus and Rail Investment Plans.* The governance of the Durham and Orange Bus and Rail Investment Plans and all financial components of the same shall be strictly in accordance with the framework and provisions detailed in the Interlocal Implementation Agreements, to which Wake County and CAMPO are not parties.

5.03 **Financing of the Transit Plans.** Consistent with the provisions set forth in Article IV, above, one-hundred percent (100%) of all Wake County Tax Revenues and Wake Transit Plan Revenue collected by GoTriangle shall be expended in accordance with the Wake County Transit Work Plan. The Parties hereby agree that zero percent of the Wake County Tax Revenues and Wake Transit Plan Revenue will be made available for any purpose or cause outside of the Wake County Transit Plan. Likewise, one-hundred percent (100%) of all Non-Wake County Tax Revenues collected by GoTriangle shall be devoted to projects outside of the Wake County Transit Plan and Wake County Transit Work Plan, unless otherwise agreed to by the Parties.

5.04 **Integration of Transit Plans.** Nothing herein shall prevent coordination between the Parties for regional transit systems or joint undertakings between the Wake County Transit Plan and Durham and Orange Bus and Rail Investment Plans, as they may be amended from time to time, that overlap the jurisdictional boundaries of the member counties of the Triangle Tax District. Notwithstanding the above, any financial components of such a joint undertaking shall be separately accounted for in accordance with the overriding financial provisions contained in the Wake Transit Interlocal Governance Agreement and as further directed by the Wake County Transit Plan. Nothing herein shall prevent the Parties from entering into a separate Cost Sharing Agreement for any regional transit projects or systems that cross jurisdictional boundaries.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **No Waiver Of Sovereign Immunity.** Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

6.02 **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.

6.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Wake County, North Carolina.

6.04 Entire Agreement. The terms and provisions herein contained 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. Nothing herein shall be construed to restrict the statutory rights of any Party.

6.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

6.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

[Signature pages follow this page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by the Resolution of their governing board, spread across their minutes, as of the date written below.

<p>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</p> <p>By: _____ Jeffrey G. Mann, General Manager</p> <p>This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Saundra Freeman, Chief Financial Officer for GoTriangle</p> <p>This, the ____ day of July, 2016.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>_____ By _____ Clerk</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ Shelley Blake, General Counsel For GoTriangle</p> <p>This, the ____ day of July, 2016.</p>

<p>DURHAM COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p> <p>This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Director Durham County, North Carolina</p> <p>This, the ____ day of July, 2016.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>_____ Clerk</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ County Attorney</p> <p>This, the ____ day of July, 2016.</p>

<p>ORANGE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p> <p>This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Director Orange County, North Carolina</p> <p>This, the ____ day of July, 2016.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>_____ Clerk</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ County Attorney</p> <p>This, the ____ day of July, 2016.</p>

<p>WAKE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p> <p>This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Director Wake County, North Carolina</p> <p>This, the ____ day of July, 2016.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>_____ Clerk</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ County Attorney</p> <p>This, the ____ day of July, 2016.</p>

<p>CITY OF RALEIGH, NORTH CAROLINA</p> <p>(including its role as the designated fiscal agent for the financial obligations of CAMPO expressed within the Agreement)</p> <p>By: _____ Ruffin L. Hall, City Manager This, the ____ day of July, 2016.</p> <p>CAMPO</p> <p>By: _____ Executive Director This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Officer City of Raleigh, North Carolina</p> <p>This, the ____ day of July, 2016.</p>
<p>ATTEST:</p> <p>By: _____ Gail Smith, City Clerk</p> <p>[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ City Attorney This, the ____ day of July, 2016.</p>

<p>DCHC-MPO</p> <p>By: _____ Executive Director This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Officer This, the ____ day of July, 2016.</p>
<p>ATTEST:</p> <p>By: _____ _____, Clerk</p> <p>[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ Attorney</p> <p>This, the ____ day of July, 2016.</p>

<p>BG-MPO</p> <p>By: _____ Executive Director This, the ____ day of July, 2016.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Officer This, the ____ day of July, 2016.</p>
<p>ATTEST:</p> <p>By: _____ _____, Clerk</p> <p>[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ Attorney</p> <p>This, the ____ day of July, 2016.</p>

EXHIBIT A

EXHIBIT B