

Administration & Governance Committee

Wednesday, October 2, 2024 at 3:00 PM

Board committee meetings are held remotely.

	Page
1. Call to Order and Adoption of Agenda Mary-Ann Baldwin 1 minute	
2. Draft Minutes June 5, 2024  RECOMMENDED ACTION: Adopt the draft minutes.	3 - 4
3. Items for Consideration	
3.1 Transit Advertising Policy Wendy Mallon 15 minutes MEMO  DRAFT Transit Advertising Policy  RECOMMENDED ACTION: Recommend the board approve the policy.	5 - 11
3.2 MOU for Sub-allocation of Federal Funds Paul Black 10 minutes Memo  MOU  RECOMMENDED ACTION: Recommend the board authorize the interim President/CEO to execute the MOU.	12 - 20
4. Update on Special Tax Board Meeting Byron Smith 5 minutes	
5. Diligent Implementation Update Michelle Dawson 10 minutes	

6. Adjournment

Mary-Ann Baldwin



**BOARD OF TRUSTEES COMMITTEE
ADMINISTRATION & GOVERNANCE
MEETING MINUTES**

4600 Emperor Boulevard
Suite 100
Durham, NC 27703

Wednesday, June 5, 2024

3:00 p.m.

Remote | Microsoft Teams

Board members present | Mary-Ann Baldwin, Sally Greene, Leo Williams

Board members absent | Susan Evans, Valerie Jordan, Jennifer Robinson

Committee Chair Baldwin called the meeting to order at 3:10 p.m. A quorum was present.

I. Adoption of Agenda

Action: A motion was made by Baldwin and seconded by Greene to adopt the agenda. The motion was carried unanimously.

II. Approval of Minutes

Action: A motion was made by Greene and seconded by Williams approve the minutes of April 3, 2024. The motion was carried unanimously.

III. Contract for Armed and Unarmed Security Guard Services

Jimmy Price stated that in 2021 GoTriangle hired a security company to provide armed and unarmed security services due to an increased number of security incidents at the Bus Operations and Maintenance Facility, the regional transit center and the Plaza. Armed service is provided at the transfer center in order to respond to critical security incidents that warrant immediate security actions. Unarmed, after hours security is provided at the bus operations and maintenance facility to protect GoTriangle's property and deter criminal activity. This contract will add one additional unarmed security guard to be located in the Plaza lobby. The position will control visitors and contractors.

Five companies submitted proposals. The recommended vendor, New Age Protection is based in Springfield, Virginia with a branch in Charleston, South Carolina as well. They are a DBE firm as well.

Greene asked why an additional person at the Plaza is necessary. Price stated that there have been instances of with upset customers coming over from the transfer center confronting employees. There are also deliveries left outside the door and concerns with these packages laying around. This position will control visitation and patrol the building for security reasons.

Williams asked is there is a security threat or could a customer service receptionist provide what is needed. Price responded that this is a proactive step to respond to situations that have occurred in the past like a contractor leaving the door propped open. Greene agreed, saying someone in a security guard uniform is off-putting and conveys a message to people coming in.

Baldwin suggested that staff have further discussion about his and bring it back to the committee.

IV. CAMPO MOU 2024

Paul Black explained that following the census, all MPOs adjust their boundaries. CAMPO is adding three new members: Coats and Lillington in Harnett County and Chatham County, due to the town of Cary, expanding into Chatham County.

Action: A motion was made by Williams and seconded by Greene to recommend the board approve the updated MOU. Upon vote the motion was carried unanimously.

V. New Agenda and Meeting Management Solution

Michelle Dawson provided information about new software that will be used for agenda and meeting management, Diligent Community. She stated that staff will be transitioning during the summer and will hope to have the website link implemented by August.

VI. Adjournment

Action: Chair Baldwin adjourned the meeting at 3:45 p.m.

Prepared by:

Michelle C. Dawson, CMC
Clerk to the Board of Trustees

AGENDA ACTION ITEM

Submitted by: Wendy Mallon, Director, Strategic Communications & Marketing, C&PA

Meeting date: October 2, 2024

SUBJECT: Transit Advertising Policy

Strategic Objective or Initiative Supported

Financial Health – GoTriangle Transit Advertising Policy will guide a successful internal and external bus advertising program to be sent out for RFP upon approval of Bus Advertising Policy

Recommended Action

Recommend the board approve the policy.

Item Summary

Prior to seeking proposals from qualified firms to manage the solicitation and administration of advertising space on buses and paratransit vehicles, we required a Transit Advertising Policy. We are seeking approval of that policy so that it can be added to the RFP.

Financial Impact

Transit Advertising Policy creates no financial impact. After RFP and company chosen to manage advertising, there would be a profit split between GoTriangle and Ad Company management.

Attachments

- Transit Advertising Policy

I. GOTRIANGLE TRANSIT ADVERTISING POLICY

II. PURPOSE

- A. To establish uniform, reasonable, and viewpoint-neutral standards for the display of advertising in and on GoTriangle vehicles.
- B. To maintain the attractiveness of GoTriangle property and its services to a multi-cultural, multi-ethnic, religiously diverse and otherwise diverse ridership, including a ridership that includes minors.
- C. To maintain GoTriangle's property as a non-public forum by limiting the range of expression permitted in the forum.

III. SCOPE

This GoTriangle Advertising Policy (hereinafter "Policy") applies to all advertisements proposed to be displayed in or on Transit Vehicles, Transit Facilities or Transit Publications (hereinafter "the Property") on or after the Effective Date set forth below.

DEFINITIONS

"Transit Facilities" means transit oriented facilities that are owned or operated by GoTriangle, including, but not limited to, buildings, bus stops, bus shelters, stations, and park-and-ride facilities.

"Transit Vehicles" means all passenger vehicles that are owned or operated by GoTriangle for use by the general public.

"Transit Publications" means literature or information produced by GoTriangle including, but not limited to Routes and Schedules books, brochures, gotriangle.org, and any GoTriangle-administered social media.

IV. OBJECTIVE

GoTriangle's mission is to provide safe, reliable, and efficient public transportation within its service area. GoTriangle's transportation operations are funded by a combination of federal, state, and local funds, including grants and taxes, as well as farebox revenue. Advertising revenues are an important supplemental source of funding that will support GoTriangle's transportation operations. GoTriangle's purpose in allowing paid advertising to be displayed in and on the Property is to maximize such supplemental revenue to support transportation operations.

By accepting paid advertising for display in and on the Property, GoTriangle is acting in a proprietary capacity as a provider of public transportation seeking to maximize advertising revenue to support its transportation operations. GoTriangle does not intend that the advertising permitted to be displayed in and on the Property be created, designated, or used as a public forum for expressive, political, religious or advocacy-oriented activities, general discourse, or individual opinions. In furtherance of these objectives, GoTriangle, in its proprietary capacity, will only accept advertisements for display in and on the Property for paid commercial advertising, certain public service announcements that will help build goodwill for GoTriangle among its riders and the public, and governmental messages. GoTriangle will prohibit certain advertisements as described below. GoTriangle retains control over the advertising that it will allow to be displayed in and on the Property by

subjecting all proposed advertisements to the Advertising Standards below. GoTriangle expressly intends that the advertising permitted to be displayed in and on the Property be a non-public forum.

In establishing and enforcing these Advertising Standards, GoTriangle seeks to fulfill the following goals and objectives:

- Maximize advertising revenue
- Maximize ridership and fare revenue
- Maintain a secure and orderly operating environment
- Maintain a safe and welcoming environment for all GoTriangle employees and customers, including minors, who use GoTriangle services
- Minimize the resources and attention that may be expended to resolve disputes relating to the permissibility of certain religious or politically-oriented advertisements, thus unnecessarily diverting the organization from performing its mission
- Avoid identification of GoTriangle with, and the appearance of GoTriangle endorsement of, the advertisements of non-GoTriangle parties displayed in or on the Property, including the associated messages, products, services, or events being proposed or promoted.
- Preventing governmental property from being used to promote invidious discrimination against constitutionally and statutorily recognized protected classes, including the GoTriangle customers who are captive audiences.
- Use viewpoint neutral criteria for approving advertising content that will achieve GoTriangle's program goals and objectives
- Preserve GoTriangle's reputation as a professional, effective and efficient provider of public transit services

GoTriangle will accept only the advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein. GoTriangle reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill the goals and objectives identified above.

V. ADVERTISING STANDARDS

A. Permitted Advertising

GoTriangle will only display advertisements in or on the Property that fall under one or more of the following categories of permitted advertising:

1. **Paid Commercial Advertising.** Advertisements for the sale, rent, lease, license, distribution, or availability of, or some other commercial transaction concerning, goods, service, or events for the advertiser's commercial or proprietary interest, or more generally promote an entity that engages in such activities.
2. **GoTriangle's Advertising.** Advertising that promotes GoTriangle's own services and programs, as well as services and programs GoTriangle undertakes in partnership with other entities. For the purposes of this provision, a "partnership" is an ongoing relationship that GoTriangle has maintained with another entity to support and/or promote transit related services that GoTriangle has determined are consistent with GoTriangle's mission.

3. **Governmental advertising.** Notices or messages from GoTriangle, or its stakeholders, that promote any of its functions, operations or programs, and also paid notices or messages of the United States government, the State of North Carolina and its agencies, or any governmental entity that advance a specific governmental purpose. It is GoTriangle’s intent that governmental advertising will not be used for comment on a Public Issue, as further defined in Section IV.B(2), and will not include any material that qualifies as Prohibited Advertising under Section IV.B of this Advertising Policy.
4. **Public service announcements.** Public service announcements, which are sponsored by either a government entity or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and which are directed to the general public and relate directly to:
 - Prevention or treatment of illnesses;
 - Promotion of safety, health or personal well-being;
 - Education or training programs (e.g., colleges, graduate school programs, or vocational training programs);
 - Art, culture, or recreation programs;
 - Providing children and family services;
 - Providing services and programs that support low and moderate income citizens, senior citizens, veterans, or people with disabilities; or
 - Broad-based contribution campaigns by non-profit and charitable organizations, to the extent that those solicitations conform or promote safety, health and general well-being of the public.

B. Prohibited Advertising

Even if an advertisement qualified as permitted advertising under Section IV.A of these Advertising Standards, GoTriangle will not accept any advertisement for display in or on the Property if it falls within one or more of the following categories of prohibited advertising:

1. **Political.** Promotes or opposes a political party, a ballot referendum, or any proposed or contemplated legislation or regulation, or the election of any candidate or group of candidates for government offices.
2. **Public Issue.** Advertising promoting or opposing an opinion, position, or viewpoint on matters of public debate about economic, political, public safety, religious, or social issues.
3. **Religious.** Prominently or predominantly supports, opposes, or comments on a matter of religious policy. “Religious policy” is defined as the doctrines, practices, belief systems, or edicts promulgated or proposed to be promulgated by a religious entity or religious group or their respective representatives. This subsection IV.B.3 is not intended to prohibit advertisements that inform the public of the existence of a religious or atheist group or institution, or the availability of their services, if such advertisements otherwise comply with these Advertising Standards.
4. **Prohibited Products, Services, or Activities:** Any advertising that (i) promotes the sale, rental, or use of or participation in the following products, services, or activities; or (ii) that uses brand names, trademarks, slogans, or material that are identifiable with such products, services, or activities:
 - a. **Tobacco/Nicotine.** Tobacco or nicotine products, including, but not limited to, cigarettes, electronic nicotine delivery systems, cigars, and smokeless tobacco;

- b. Alcohol and Cannabis Products. Beer, wine, distilled spirits, or any alcoholic beverage licensed and regulated under North Carolina law, and cannabis or any cannabis product licensed and regulated under North Carolina or federal law, including but not limited to, any substance deemed a Schedule I controlled substance under the Controlled Substances Act, Title 21 U.S.C.
 - c. Adult/Mature Rated Films, Television, or Video Games. Adult films rated “X,” “NC-17,” or equivalent; television rated “TV-MA” or equivalent; or video games rated “AO (Adults Only),” “M,” or equivalent;
 - d. Adult Entertainment Facilities, Services, and Products. Stores selling adult books, and other products, adult video stores, adult telephone services, adult internet sites, escort services, nude dancing clubs, and other adult entertainment establishments.
5. False or Misleading. Any material GoTriangle knows, or the party submitting the advertisement knows or reasonably should have known, is false, fraudulent, misleading, deceptive, or would expose GoTriangle to potential litigation.
6. Illegal Activity. Any advertising that promotes an activity or product that is illegal under federal, state, or local law.
7. Sexual and/or Excretory Subject Matter. Any advertising that contains or involves any material that describes, depicts, or represents sexual or excretory organs or activities in a way:
 - a. Which the average person, applying contemporary community standards, would find, when considered as a whole, appears to the prurient interest; and
 - b. Which is patently offensive to contemporary community standards; and
 - c. Which, when considered as a whole lacks serious literary, artistic, political or scientific value; or
 - d. Which depicts, or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.
8. Copyright, Trademark, or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark, or service mark, or is otherwise unlawful or illegal.
9. Firearms. Advertising that promotes or solicits the sale, rental, distribution or availability of firearms, or firearms-related products or depicts the use of a firearm.
10. Unsafe or Unlawful Transit Conduct. Encourages or depicts unsafe behavior with respect to GoTriangle transportation operations, such as failure to comply with normal safety precautions in awaiting, boarding, riding upon or disembarking from GoTriangle vehicles, or is otherwise directly averse to the commercial, administrative or operational interests of the GoTriangle as an enterprise. This prohibition includes advertisements that incidentally portray GoTriangle, its employees, or its services in advertisements which primarily promote an unrelated product or service.

11. Harmful or Disruptive to Transit System. Advertising that contains material the display of which GoTriangle reasonably foresees would imminently incite or provoke violence, a public disturbance or other immediate breach of the peace, and so harm, disrupt, or interfere with safe, efficient, and orderly transit operations.
12. Demeaning or Disparaging. Advertising that contains terms or material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, GoTriangle will determine whether a reasonably prudent person, knowledgeable of GoTriangle's ridership and using prevailing community standards, would believe that the advertisement contains terms or material that is abusive to, or debases the dignity of, an individual or group of individuals.
13. Profanity or Violence. Advertising that contains profanity, including words, symbols or gestures commonly understood as profanity even if they are mis-spelled or do not contain all of their letters; or images or descriptions of graphic violence, including dead, mutilated, or disfigured human beings or animals, the act of killing, mutilating, or disfiguring human beings or animals, or intentional infliction of pain or violence towards or upon a person or animal.

C. Additional Provisions Relating to Advertisements

To avoid identification of GoTriangle with messages or images contained within advertisements displayed in and on the Property and to avoid the appearance of GoTriangle's endorsement of goods, products, services, events by advertisers, advertisements shall readily and unambiguously identify the person, corporation, or entity paying for the advertisement. An advertiser may, at GoTriangle's discretion, be required to include in the advertisement a statement explicitly identifying the person, corporation, or entity paying for the advertisement. An advertiser may also, at GoTriangle's discretion, be required to incorporate additional language to avoid the appearance of GoTriangle's endorsement.

VI. REVIEW OF ADVERTISING PROPOSED FOR DISPLAY ON THE PROPERTY

1. Before accepting an advertisement for display in or on the Property, the advertising contractor shall review such proposed advertisement to determine whether the advertisement complies with the Advertising Standards.
2. If the advertising contractor determines that a proposed advertisement does not, or may not, comply with the Advertising Standards it shall promptly notify the Director of Marketing & Communications and GoTriangle's legal department in writing of its determination and the reason for its determination.
3. If the Director of Marketing & Communications, in consultation with the legal department, determine, following receipt and consideration of such recommendation, that a proposed advertisement does not comply with the Advertising Standards, the advertiser shall be notified by the advertising contractor, providing the reasons for failure to comply with the Advertising Standards. The legal department shall make the final determination as to whether an advertisement complies with this Policy. The advertising contractor, in consultation with the Director of Marketing & Communications may discuss with the advertiser revisions to the advertisement to try to bring the advertisement into compliance with the

Advertising Standards, and the advertiser may submit a revised advertisement to the advertising contractor for review.

4. If the advertiser and the advertising contractor do not reach agreement with regard to a revision of the advertisement, or the Director of Marketing & Communications, in consultation with the COO determine that no appropriate revision would bring the advertisement into compliance with the Advertising Standards, or the advertiser chooses not to submit a revised advertisement. The Director of Marketing & Communications shall advise the advertiser and the advertising contractor of the final determination in writing.

VII. SEVERABILITY

If any section, subsection, sentence, clause, phrase or other portion of this Policy is, for any reason, declared invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such invalidity shall not affect the validity of the remaining portions of this Policy, which remaining portions shall continue in full force and effect.

VIII. EFFECTIVE DATE

This Advertising Policy is effective as of XXXXXXXXXX.

Submitted by: Paul Black, Capital Development and Planning

Meeting date: October 2, 2024

SUBJECT: MOU for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

Strategic Objective or Initiative Supported

Maintain cost-effectiveness.

Recommended Action

Recommend the board authorize the interim President/CEO to execute the MOU.

Item Summary

This is the funding based on the federal formula to disperse 5307 funds in the CAMPO urbanized area. Every decade the allocation formula is revisited based on updated Census data. There were changes due to CAMPOs population growth to over 1,000,000 in the Urbanized Area from the 2020 Census bumping it into a different funding category with FTA, but the CAMPO recommendation was to hold the percentages for each agency as close as possible to what exists today. This will be for 2 years to allow the agencies involved to work out any more substantive changes and incorporate those larger changes into their budgeting process.

Financial Impact

Without the MOU in place GoTriangle risks losing access to these funds.

Attachments

Memorandum of Understanding

Memorandum of Understanding for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This Memorandum of Understanding (MOU) is made this __ day of _____, 2024 by and between the **City of Raleigh**, a municipal corporation existing under the laws of the State of North Carolina (“Raleigh”); **The Research Triangle Regional Public Transportation Authority**, d/b/a GoTriangle (“GoTriangle”); the **Town of Cary**, a municipal corporation existing under the laws of the State of North Carolina (“Cary”); the **County of Wake** (“Wake County”); and the **Capital Area Metropolitan Planning Organization** (“CAMPO”). Raleigh, GoTriangle, Cary, Wake County, and CAMPO are collectively referred to herein as “Parties.”

WITNESSETH:

WHEREAS, Congress annually appropriates funds for Federal Transit Administration (FTA) programs, and Section 5307/5340 and Section 5339 funds are annually appropriated by FTA to the Raleigh Urbanized Area (UZA) based upon a formula; and

WHEREAS, Raleigh is the designated recipient for Section 5307/5340 and Section 5339 federal transit funds for the Raleigh UZA and expects to continue to be the designated recipient; hereafter Raleigh shall be referred to as a direct recipient; and

WHEREAS, GoTriangle and Cary are eligible direct grant recipients for Section 5307/5340 and Section 5339 federal transit funds in the Raleigh UZA and expect to continue to be eligible direct grant recipients and Wake County is an eligible sub-recipient of an eligible direct grant recipient

WHEREAS, the Parties agree that in the event that additional agreements are required between any Party that is an eligible direct grant recipient and any Party that is an eligible sub-recipient to facilitate the flow of funds received by a direct grant recipient to the sub-recipient, then the Parties shall in good faith enter into such agreements; and

WHEREAS, the parties are required to submit data to the National Transit Database (NTD) that are used by FTA to determine the annual distribution of Section 5307/5340 and Section 5339 funds to the Raleigh UZA; and

WHEREAS, FTA distributes its Section 5307 and Section 5339 bus tier/non-fixed guideway funds to the Raleigh UZA using a formula with variable inputs based on UZA population, population density, bus revenue vehicle miles, bus passenger miles, and bus service operating cost; and

Memorandum of Understanding for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

WHEREAS, FTA distributes its Section 5307 fixed guideway tier funds to UZAs and is expected to distribute fixed guideway tier funds to the Raleigh UZA in future years using a formula with variable inputs based on fixed guideway revenue miles, fixed guideway route miles, fixed guideway passenger miles, and fixed guideway operating cost, as well as a commuter rail floor and commuter rail incentive floor, if applicable; and

WHEREAS, FTA distributes additional Section 5307 and 5340 funds to the Raleigh UZA that are unspecific to transit mode based on low-income population and the total population of the Raleigh UZA as a proportion of the total UZA population of the State of North Carolina, respectively; and

WHEREAS, Raleigh, as the designated recipient, desires to pass-through Section 5307/5340 and Section 5339 funds on an annual basis in proportion to GoTriangle, Cary, and Wake County transit operations for both the FTA bus/non-fixed guideway tier and the fixed guideway tier, respectively; and help maintain regional funding stability following the pandemic; and

WHEREAS, CAMPO, as the federally and state-designated metropolitan planning organization for the Raleigh UZA, is responsible for concurring with the designated recipient's sub-allocation of FTA-distributed urbanized area formula grants to eligible direct grant recipients within the Raleigh UZA; and

WHEREAS, it has been determined by the Parties that the previous MOU executed by the City of Raleigh, Cary, GoTriangle, Wake County and CAMPO in 2023 that directs the sub-allocation of urbanized area federal formula transit grants distributed by the FTA for the bus/non-fixed guideway tier for use within the Raleigh UZA will be replaced by this new MOU; and

WHEREAS, this MOU directs the use of FFY23 allocation amounts as a hold harmless base amount for the parties receiving funds in FY23 further calculated using the 2020 Census data in its annual FTA formula apportionment calculations for the populations greater than one million Tier. Remaining annual apportionment funds are distributed by percentage of revenue miles to the parties including Morrisville and JCATS, and directs the sub-allocation of Section 5339 and Section 5340 funds, the low-income component of Section 5307 funds, and the sub-allocation of Section 5307 fixed guideway tier funds; and

WHEREAS, the Parties jointly desire to outline the process and methodology for the annual apportionment and distribution of FTA Section 5307/5340 and Section 5339 funds that are available to the Raleigh UZA.

Memorandum of Understanding for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

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

The Recitals are hereby incorporated into this MOU.

For FTA-distributed urbanized area bus tier/non-fixed guideway Section 5307 and Section 5339 formula grants:

1. Formula funds apportioned to the Raleigh UZA based on population and population density shall be distributed to Raleigh and Cary using the most recent decennial U.S. Census enumerated population data. The distribution of formula funds for population and population density to Raleigh and Cary will be based on annual data unit values for population and population weighted by population density (population X population density) used by the FTA to sub-allocate apportionments to UZAs for the respective fiscal year. Cary will be entitled to its full share based upon its population and population density within the most recently delineated Raleigh UZA boundary developed from 2020 Census data. Raleigh's share shall be based on the remaining population and population density of the Raleigh UZA after deducting Cary's share.
2. Formula funds apportioned to the Raleigh UZA based on bus revenue vehicle miles (inclusive of vanpool and demand-response revenue vehicle miles) shall be distributed among Raleigh, GoTriangle, Cary, and Wake County in proportion to their certified submissions to the National Transit Database (NTD) the fiscal year two years prior to the fiscal year of the sub-allocation. The distribution of formula funds for bus revenue vehicles miles to Raleigh, GoTriangle, Cary, and Wake County will be based on the annual data unit value for bus revenue vehicles miles used by the FTA to sub-allocate apportionments to UZAs for the respective fiscal year. Raleigh shall receive credit for North Carolina State University's certified submissions of bus revenue vehicles miles to the NTD from the fiscal year two years prior to the fiscal year of the sub-allocation. Cary shall receive credit for Morrisville's certified submissions of bus revenue vehicles miles to the NTD from the fiscal year two years prior to the fiscal year of the sub-allocation.
3. Formula funds apportioned to the Raleigh UZA based on bus passenger miles (inclusive of vanpool and demand-response passenger miles) and bus operating cost shall be distributed among Raleigh, GoTriangle, Cary, and Wake County in proportion to their certified submissions to the NTD from the fiscal year two years prior to the fiscal year of the sub-allocation. The distribution of formula funds for bus passenger miles and bus operating cost (known as the incentive tier) to Raleigh, GoTriangle, Cary, and Wake County will be based on the annual data unit value for the incentive tier used by the FTA to sub-allocate apportionments to UZAs for the respective fiscal year. Raleigh shall receive credit for North Carolina State University's certified submissions of bus passenger miles and bus operating cost (incentive tier) to the NTD from the fiscal year two years prior to the fiscal year of the sub-allocation.

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For FTA-distributed urbanized area fixed guideway Section 5307 formula grants:

4. Formula funds apportioned to the Raleigh UZA based on fixed guideway revenue vehicle miles, route miles, passenger miles, and operating cost shall be distributed among Raleigh, GoTriangle, Cary, and Wake County in proportion to their certified submissions to the NTD from the fiscal year two years prior to the fiscal year of the sub-allocation. The distribution of formula funds to Raleigh, GoTriangle, Cary, and Wake County for these service metrics will be based on the annual data unit values for those respective formula inputs used by the FTA to sub-allocate apportionments to UZAs for the respective fiscal year.
5. Any formula funds apportioned to the Raleigh UZA based on the FTA's commuter rail floor or commuter rail incentive floor shall be distributed to Raleigh, GoTriangle, Cary, and Wake County in proportion to their certified submissions to the NTD from the fiscal year two years prior to the fiscal year of the sub-allocation. The distribution of formula funds to Raleigh, GoTriangle, Cary, and Wake County for the commuter rail floor or commuter rail incentive floor will be based on the annual data unit values for these respective formula outputs used by the FTA to sub-allocate apportionments to UZAs for the respective fiscal year.
6. Formula funds apportioned to the Raleigh UZA based on low-income population (independent of funding tier) shall be distributed to Raleigh and Cary using the same American Community Survey (ACS) dataset employed by the FTA to determine the share of apportionments to UZAs based on low-income population in the respective fiscal year. The distribution of formula funds for low-income population to Raleigh and Cary will be based on the annual data unit value for low-income population used by the FTA to sub-allocate apportionments to UZAs for the respective fiscal year. Cary will be entitled to its full share based upon its low-income population within the most recently delineated Raleigh UZA boundary derived from 2020 Census data. If Cary's low-income population within the Raleigh UZA boundary cannot be disaggregated, Cary's share shall be calculated by multiplying the quotient of its 2020 decennial U.S. Census enumerated population within the Raleigh UZA (as dividend) divided by its 2020 decennial U.S. Census enumerated total population (as divisor) by its total low-income population using the same ACS dataset employed by the FTA to determine the share of apportionments to UZAs based on low-income population in the respective fiscal year in accordance with the following formula:

$$\frac{\text{(most recent decennial population of Cary within Raleigh UZA)}}{\text{(most recent decennial total population of Cary)}} \times \text{Total ACS dataset low-income}$$

Memorandum of Understanding for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

Raleigh's share shall be based on the remaining low-income population of the Raleigh UZA after deducting Cary's share.

For FTA-distributed urbanized area bus tier/non-fixed guideway Section 5340 formula grants:

7. Section 5340 formula funds apportioned to the Raleigh UZA based on population shall be distributed to Raleigh and Cary in proportion to their respective populations as further detailed in this section using the 2020 decennial U.S. Census enumerated population data. Cary will be entitled to its full share based upon its population within the most recently delineated Raleigh UZA boundary. Raleigh's share shall be based on the remaining population of the Raleigh UZA after deducting Cary's share.
8. When the federal urbanized area formula grant allocations for the Raleigh UZA are published, CAMPO will prepare and make available the annual sub-allocations for review by Raleigh, GoTriangle, Cary, and Wake County. If prepared in accordance with the sub-allocation methodology set forth in this MOU, Raleigh, GoTriangle, Cary, and Wake County shall accept the sub-allocations as prepared, and Raleigh (as the designated recipient) will concur in the allocations and submit to CAMPO the proposed allocations for approval by the CAMPO Executive Board. Upon approval by the CAMPO Executive Board, CAMPO will notify Raleigh, GoTriangle, Cary, Wake County, and the FTA.
9. Prior to distribution of the Section 5307/5340 and Section 5339 funds, GoTriangle, Cary, and Wake County shall be certified by FTA as an eligible grant recipient or shall have made an appropriate arrangement to be a sub-recipient of an eligible direct grant recipient.
10. Upon execution, this MOU shall replace the 2023 MOU executed by the parties which replaced the MOU executed by the City of Raleigh, Town of Cary and GoTriangle in 2017, that directed the allocation of urbanized area federal formula transit funds distributed by the FTA for the bus/non-fixed guideway tier for use within the Raleigh UZA. The federal formula transit funds allocation provisions of this MOU shall be effective with the Federal Fiscal Year 2024 FTA apportionment to the Raleigh UZA; with the use of FTA 2020 Census data to apportion the 5307/5340 and 5339 grant funds.
11. Non-Discrimination

To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

Memorandum of Understanding for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

12. Binding Effect and Assignment

This MOU shall be binding on the successors and assigns of the Parties with reference to the subject matter of this MOU. No Party may sell or assign any interest in or obligation under this MOU without the prior express written consent of the other Parties.

13. Controlling Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this MOU shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

14. Term

This MOU shall have a term of two (two) years from the date of execution by all Parties. This MOU may be extended, or its provisions modified with the written agreement of all Parties hereto.

15. 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 MOU and to carry out the transactions contemplated by this MOU, and this MOU has been authorized by Resolution spread upon the minutes of each Party's governing body. This MOU is a valid and binding obligation of each Party.

(b) Neither the execution and delivery of this MOU, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this MOU, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either 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 MOU or to comply with its obligations under this MOU. Neither such Party's execution and delivery of this MOU, nor its compliance with its obligations under this MOU, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

16. Dispute Resolution

In the event of conflict or default that might arise for matters associated with

Memorandum of Understanding for the Sub-Allocation of Federal Transit Administration Formula Grants to the Raleigh Urbanized Area

this MOU, 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 MOU, shall be subject to resolution in a court of competent jurisdiction.

17. No Waiver of Non-Compliance with MOU

No provision of this MOU 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 MOU. 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.

18. Liability of Officers and Agents

No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

19. Execution in Counterparts/Electronic Version of MOU

This MOU 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 MOU 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 MOU shall be deemed for all purposes to be an original signed MOU.

20. Iran Divestment Act

The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

21. No Third-Party Beneficiaries

There are no third-party beneficiaries to this MOU.

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Area**

IN WITNESS THEREOF, the Parties hereto have made and executed this MOU as of the day and year first above written.