

**A RESOLUTION DIRECTING THE MANAGER TO SIGN THE INTERLOCAL
COOPERATIVE AGREEMENT RELATED TO LOCAL MATCH FOR FEDERAL
TRANSPORTATION PLANNING GRANTS**

Resolution No. 189/2006-07

WHEREAS, the Town of Carrboro is an active participant in the review of regional transportation policy, and;

WHEREAS, the City of Durham is the Lead Planning Agency for the Durham Chapel Hill-Carrboro Metropolitan Planning Organization and administers and manage grant funds associated with federal transportation planning grants, and;

WHEREAS, the City of Durham is responsible for ensuring its own fiscal security.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Aldermen direct the Town Manager to finalize the signature on the interlocal agreement.

This is the 15th day of May in the year 2007.

City of Durham and the Town of Carrboro
INTERLOCAL COOPERATION AGREEMENT
Local Match for Federal Transportation Planning Grants

THIS AGREEMENT, ("Agreement") is made and entered into this the _____ day of _____, 2006, between the CITY OF DURHAM, a North Carolina municipal corporation, (hereinafter "City") and the TOWN OF CARRBORO, a political subdivision of the State of North Carolina (hereinafter "Town"). This Interlocal Cooperation Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

I. BACKGROUND AND PURPOSE.

The City and Town are members of the Durham-Carrboro-Carrboro Metropolitan Planning Organization (DCHC MPO) and have entered into agreements with the members of the DCHC MPO ("member governments") regarding the authority conferred to the DCHC MPO to make transportation decisions regarding the region covered by the DCHC MPO.

The DCHC MPO, in an ongoing manner authorizes transportation projects some of which are summarized herein. Federal transportation funds generally provide 80% of the total cost of projects authorized by the DCHC MPO, while local governments provide the remaining 20% of the total cost ("the local match").

Certain projects authorized by the DCHC MPO benefit a larger regional area than just the City and the Town, whereas others benefit just the City and the Town of Carrboro;

The Lead Planning Agency (LPA) for the DCHC MPO is the Transportation Division of the City of Durham.

The City, as the LPA, must administer and manage the DCHC MPO projects that benefit the entire region represented by the DCHC MPO as well as those that occur within the City and County of Durham, contract for those projects, and coordinate transfers of funds for the "local match" contributions from the member governments benefited by, interested in, or obligated to contribute to each project. The City must post a City budget balance that meets or exceeds the total costs for each contracted project before the City can execute a contract for such project. Member governments of the DCHC MPO will facilitate such contracting by transferring approved funds to the City prior to contract execution.

This Agreement will allow transfer of funds by the Town to the City of the amounts approved by the Town for specific transportation projects already authorized by the DCHC MPO, as well as future transfers of funds from the Town of amounts the Town Board approve for future DCHC MPO authorized projects, upon presentation of written documentation by the LPA (City) regarding the status of such projects.

II. TRANSFER OF FUNDS FOR PREVIOUSLY AUTHORIZED PROJECTS.

The Town will transfer to the City \$17,507 for the Town of Carrboro portion of the local match for the projects briefly described below without further request from the City. The amounts for these projects have previously been approved for funding by the Town in the amounts so described:

- a. Enhancement and Update of the Triangle Regional Model including a new Household Travel Survey. Approved Town of Carrboro contribution: \$2,187.
- b. Integrated Land Use Model Development. (Linkages between land use, transportation, and air quality) Town of Carrboro contribution \$2,915.
- c. MPO GIS-T Warehouse and Data Automation. Approved Town of Carrboro contribution \$2,332.
- d. Non-Motorized Trip Model. Approved Town of Carrboro contribution \$2,915.
- e. Intelligent Transportation System Deployment. (Update of Triangle regional ITS systems architecture and deployment plan, required by federal regulations) Approved Town of Carrboro contribution \$816.
- f. Travel Survey phase I –Household Survey. Approved Town of Carrboro contribution \$3,499.
- g. Travel Survey phase II – Onboard, External trips, Travel time/Speed. Approved Town of Carrboro contribution \$2,843.

III. BUDGET APPROVALS AND PAYMENT OF FUNDS FOR FUTURE PROJECTS.

A. BUDGET. The Town agrees to fund a portion of DCHO MPO approved projects cost as agreed upon and approved by the DCHC MPO in the amounts approved by the Town in its approved annual budget, or in amendments to that budget. The Town staff will make every effort to include the Town's portion of the projects approved by the DCHC MPO in appropriate year's annual budget. In order to include DCHC MPO projects in the Town's annual budget, the Town should be informed of the future projects and provided a proposed annual budget for the next fiscal year by or before March 15 of the then current year. Annual Budget requests shall be made by written request by the City of Durham's Transportation Manager or his designee to the Town Manager or such Manager's designee providing (i) a summary of the transportation projects that have been approved by the DCHO MPO and are anticipated to be undertaken in the next fiscal year, (ii) the total local match required of each affected jurisdiction, including the Town's contribution, and (iii) any additional information regarding the project that may be helpful to understand the scope of each project. All Budget requests are subject to the Town Board approval in the Town's Annual Budget. After approval of the budget, the Town Manager will inform the City of Durham's Transportation Manager or the DCHO MPO of the items that have been approved, and any items that, for any reason were not included or were not approved. The Town shall take all necessary steps to present amendments to the budget to the Town Council for approval for any items that were not initially included in the Annual Budget.

B. PAYMENT. The Town will pay to the City funds intended for future transportation projects authorized by the DCHC MPO in the amounts approved by the Town Board in the Town's approved Annual Budget or in such other resolution, ordinance, or agenda item. Payment shall be made upon presentation of a written request by the City of Durham's

Transportation Planning Manager stating that the contract for the named project is to be let and requesting the approved amount from the Town. Written requests for payment of approved Town funds provided on or before May 30 will be honored in the then current fiscal year. Requests made after May 30, may not be funded until the following fiscal year. All payments shall be made pursuant to authorization in this Agreement and in the resolution or agenda item in which the specific amount was approved.

IV. REFUND TO TOWN.

In the event that any project that has been approved for funding is terminated prior to completion, and the local match funds, or any portion thereof appropriated for such project are not spent on such project, a proportionate amount of the unspent funds as represents the Town's proportionate amount of the original entire project cost, and/or the Town's proportionate amount of the local match amount, as is appropriate in each circumstance, will be returned to the Town.

V. CITY ACCOUNTING.

The City will provide to the DCHC MPO periodic accounts, at least once a year or more frequently if requested by the MPO, of funds obligated for contracts for DCHC MPO-approved projects funded in part by local match funds, and the amount of local member contributions.

VI. MISCELLANEOUS.

a. Term. This Agreement shall be effective as of the date it is duly executed by both the City and the Town. Unless terminated sooner, it shall expire at 12:01 AM, July 1, 2017. This Agreement may be terminated by either party, effective at the beginning of the fiscal year after such notice is given, upon 6 months notice given in writing prior to the start of the fiscal year in which termination is effective. Notwithstanding the termination date heretofore established, if the jurisdictions have not indicated their intent to terminate this Agreement, this Agreement shall continue after the termination date indicated above unless either jurisdiction indicates in writing, through its respective manager, that the Agreement is terminated.

b. Amendments. This Agreement may be amended from time to time upon mutual consent of the Governing Bodies expressed in writing.

c. Appointment of Personnel. It is agreed that the City Manager shall designate persons to carry out the City's obligations under this Agreement, and the Town Manager shall designate persons to carry out the Town's obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the City and Town by authority duly given.

ATTEST:

CITY OF DURHAM

CLERK

BY: _____
CITY MANAGER

(SEAL)

City of Durham and Town of Carrboro INTERLOCAL COOPERATION AGREEMENT Local Match
for Federal Transportation Planning Grants

ATTEST:

TOWN OF CARRBORO

CLERK

BY: _____
TOWN MANAGER

This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act.

Xxxxx Yyyyyy, Town of Carrboro Finance Officer