City of Durham and Chatham County
INTER-LOCAL COOPERATION AGREEMENT
Local Match for the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHCMPO) Federal Transportation Planning Grants

THIS AGREEMENT, ("Agreement") is made and entered into this the _____ day of _____, 2015, between the CITY OF DURHAM, a North Carolina municipal corporation, (hereinafter "City") and CHATHAM COUNTY a political subdivision of the State of North Carolina (hereinafter "County"). 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 County are members of the Durham-Chapel Hill-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 Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) is the recipient for Federal transportation funds in our area. The federal legislation designates funds for planning purposes in addition to highway, transit and multi-modal construction projects. To receive these funds, a local match of twenty percent (20%) of the total project cost must be provided. The annual budget for the MPO planning program is through the federally mandated Unified Planning Work Program (UPWP) and approved by the MPO Board. Each MPO's member agencies' proportionate share of the local match is determined on annual basis during the development of the UPWP. The local match shares are determined using population and number of data collection locations/segments.

The DCHC MPO provides regional transportation planning for the metropolitan planning area. The MPO fulfills federal mandates for transportation planning, such as developing a Long Range Transportation Plan multi-modal transportation planning, congestion management, air quality analysis, Transportation Improvement Program and distributing and providing oversight of federal transportation funding, etc. In addition, the MPO manages and/or funds multimodal projects for the area such as the data collection and corridor/sub-area studies, parking studies, travel behavior studies, transit and rail studies, etc.

The MPO also provides an essential service for its member jurisdiction and agencies through its transportation planning activities. Federal legislation and the Memorandum of Understanding (MOU), adopted by the MPO Board on March 12, 2014 require that member jurisdictions participate in a continuing, comprehensive, and cooperative transportation planning process through the MPO in order to be eligible to receive federal transportation funding and continue to implement and support federally funded projects within the metropolitan planning area. The MPO must provide a 20 percent match necessary to receive federal funding necessary to fulfill these requirements. The DCHC MPO, in an ongoing manner authorizes transportation projects for which 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 County, whereas others benefit just the City and the County;

The Lead Planning Agency (LPA) for the DCHC MPO is the Department of Transportation (Planning Division) of the City of Durham. The City has been designated by the Governor of the State of North Carolina as the Lead Planning Agency for the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHCMPO) to be responsible for carrying out the provisions of Section 134, Title 23, and United States Code.

The City, as the LPA, must administer and manage the DCHC MPO programs and projects that benefit the entire metropolitan area 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.

This Agreement will allow transfer of funds by the County to the City of the amounts approved by the County for LPA local matching funds and specific transportation projects already authorized by the DCHC MPO, as well as future transfers of funds from the County in amounts approved by the County Board for future DCHC MPO authorized projects, upon presentation of written documentation by the LPA regarding the completion of such projects or otherwise such arranged payment schedules as projects reach mutually agreed-upon significant milestones.

II. METHOD OF FINANCING AND PAYMENT OF FUNDS FOR FUTURE PROJECTS.

A. FINANCING. The County agrees to provide its proportionate share of the LPA local matching funds for annual UPWP approved by the DCHC MPO. The County agrees to fund its proportionate share of DCHC MPO approved project cost as agreed upon and approved by the DCHC MPO in the amounts approved by the County.

B. REIMBURSEMENT AND PAYMENT. The City will bill the County in April of the fiscal year. Reimbursement to City shall be made no later than 30 days upon billing.

Subject to the approval required by this Agreement, the County agrees to pay to the City its proportionate share of funds intended for future transportation projects authorized by the DCHC MPO in the amounts approved by the County Board in the County'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 (MPO Manager). Written requests for payment of approved County 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.

III. AUDIT AND RECORD RETENTION

The City shall make all records associated with the planning grant available to applicable

auditors, including City's Auditor, State Auditor and US Comptroller General, or any of their representatives for review and audit for a period of three years- following the completion date of each project.

IV. CITY ACCOUNTING.
The City will provide to the DCHC MPO an annual report, at least six months after the end of the fiscal year.

V. MISCELLANEOUS.
A. Term. This Agreement shall be effective as of the date it is duly executed by both the City and the County. Unless terminated sooner, it shall expire at 12:01 AM, July 1, 2025. This Agreement may be terminated by either party, effective at the beginning of the fiscal year after such notice is given, upon six (6) months advanced notice in writing prior to the start of the fiscal year in which termination is effective.

B. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of County and City 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 County Manager shall designate persons to carry out the County's obligations under this Agreement.

VI. NOTICE
All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:
Felix Nwoko, Transportation Planning Manager
Transportation Department
City of Durham
101 City Hall Plaza
Durham, NC 27701
The fax number is (919) 560-4561.
Email: felix.nwoko@durhamnc.gov

To the County:
Charlie Horne, County Manager
County of Chatham
Post Office Box 1809
Pittsboro, North Carolina 27312
The fax number is 919-542-8272
Phone: 919-542-8200

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

ATTEST:

CITY OF DURHAM

_____
CLERK

BY: _____
CITY MANAGER

(SEAL)

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

_____
City of Durham Finance Officer

ATTEST:

CHATHAM COUNTY

_____
Lindsay K. Ray, Clerk

BY: _____
Charlie Horne, County Manager

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

_____
Vicki McConnell

Chatham County Finance Officer