

## **Fiscal Years 2016-2018 Services Agreement for The Triangle Regional Call Center**

This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2016 by and among the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (hereinafter referred to as “GoTriangle”), the City of Raleigh (hereinafter “Raleigh”), the City of Durham (hereinafter “Durham”), the Town of Cary (hereinafter “Cary”) and the Town of Chapel Hill (hereinafter “Chapel Hill”) (aforementioned Cities and Towns hereinafter collectively as “Municipalities”). The Municipalities and GoTriangle may be individually referred to as “Party” and collectively referred to as “the Parties.”

The Parties desire to operate a Regional Call Center (hereinafter “Call Center”) for the fiscal years 2016 through 2018 for the purpose of receiving and handling telephone inquiries and calls regarding their respective bus and paratransit operations and services and maintaining data to ensure the accuracy of customer information. To achieve that end, the Parties agree as follows:

1. Term of Agreement: The Parties agree that this Agreement is effective as of July 1, 2015, except that the term of this agreement for the City of Raleigh shall be July 1, 2016. The term of the Agreement shall be three years from the effective date (hereinafter “Term”), except for the City of Raleigh where the initial term shall be two years.

2. Roles of the Parties: The Operator and Manager of the Call Center (hereinafter “Operator”) shall be GoTriangle or its designee. The Municipalities agree to provide current and accurate information about their respective bus and paratransit operations, policies and services to the Operator on a regular basis with three weeks prior notice of changes or as requested in order to ensure that the information furnished by the Call Center is accurate. Additionally, the Municipalities agree to provide funding to GoTriangle as provided herein to support the operation of the Call Center.

3. Call Center Functions and Performance: as set forth in **Exhibit A**.

4. Reports to Parties:

a. On a monthly basis the Operator will provide each Party with a report of statistics from the phone system. This report will include call volume, percent of calls answered by a “live agent” within 30 seconds, percent of incoming calls answered by a “live agent” prior to being sent to a waiting queue; average call duration; number of complaints and commendations; number of requests for paratransit information; number of brochures mailed to customers.

b. On a quarterly basis the Operator will provide each Party with a report of call volume by Party (i.e., number of callers requesting information about each Party’s transit agency’s services). The Operator will use a sampling methodology to generate these statistics.

5. Invoicing of Costs to the Parties: The Operator will invoice the Parties' participating agencies two weeks following the end of each fiscal quarter based upon their shares, as stipulated in Section 6, of actual expenditures incurred during the prior quarter for the operation of the Call Center. The Operator shall set up a separate chart of accounts to track expenses related to the Call Center. Annual expenses shall be audited by a third-party, and may be subject to audit by a Party upon request.

6. Cost-sharing Agreement: The participating parties agree to share responsibility for payment of the Call Center costs as set forth below:

- a. All parties shall meet no later than December 1<sup>st</sup> of each year to agree upon the budgeted amounts for the Call Center operations for the subsequent year. This Agreement may be terminated as provided in paragraph 16 below if all parties cannot agree upon the budgeted amounts.
- b. All participating Parties shall share the payment responsibility for the full actual costs of the Call Center (less the costs of the Regional Data Technician and less the value of any grants received for the operation of the Call Center) up to the budgeted amounts in the manner described below.
  - i. The City of Raleigh shall pay 45.2% of the actual costs.
  - ii. The City of Durham shall pay 23.2% of the actual costs.
  - iii. The Town of Chapel Hill shall pay 6.9% of the actual costs.
  - iv. The Town of Cary shall pay 3.2% of the actual costs.
- c. The costs of the Regional Data Technician shall be shared equally by every Party that indicates, in writing, that they wish to avail themselves of the services described in Section p. of Exhibit A.
- d. The costs of the TransLoc real-time arrival information system shall be shared equally by the Parties to this Agreement (ie, each party shall pay 20% of the actual costs).
- e. If any agencies' percentage of calls, as indicated in the reports mentioned in Section 4.b. above, changes by more than 5%, that Party can request that Operator re-assess an equitable cost split for the following year. A change to the cost split in Section 6.b. must be agreed to in writing by all Parties as an amendment to this Agreement.

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

If to 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

And with a copy to:

Shelley Blake, General Counsel  
GoTriangle  
P.O. Box 13787  
Research Triangle Park, NC 27709  
mail  
delivery

Suite 100, 4600 Emperor Blvd.  
Durham, NC 27703

If to Raleigh:

Ruffin L. Hall, City Manager  
City of Raleigh  
PO Box 590  
222 W. Hargett Street  
Raleigh, NC 27602

And with a copy to:

Thomas McCormick, Jr. Esquire, City Attorney  
City of Raleigh  
PO Box 590  
222 W. Hargett Street  
Raleigh, NC 27602

If to Durham:

Thomas Bonfield, City Manager  
City of Durham  
101 City Hall Plaza  
Durham, NC 27701

And with a copy to:

Patrick Baker, City Attorney  
City of Durham  
101 City Hall Plaza  
Durham, NC 27701

If to Chapel Hill:

Roger L. Stancil, Town Manager  
Town Hall, 2<sup>nd</sup> Floor  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514

And with a copy to:

Ralph D. Karpinos, Town Attorney  
Town Hall, 2<sup>nd</sup> Floor  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514

If to Cary:

Michael Bajorek, Interim Town Manager  
Town Hall Commons  
PO Box 8005  
310 N. Academy St.  
Cary, NC 27512-8005

And with a copy to:

Chris Simpson, Town Attorney  
Town Hall Commons  
PO Box 8005  
310 N. Academy St.  
Cary, NC 27512-8005

8. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

9. Dispute Resolution; Governing Law: In the event a dispute arises between or among the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to negotiate in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, can not reach a compromise then a Party may adjudicate its dispute as allowed by the laws of North Carolina. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any and all suits or actions related to this Agreement shall be brought in Wake County N.C. Each Party shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations.

10. Merger: This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the Parties hereto (whether written or oral) and is intended as a final expression of their mutual understanding. This Agreement shall not be modified or amended except in an amendment signed by each of the Parties hereto and specifically referring to this Agreement.

11. Nondiscrimination: **The Town of Cary shall not discriminate on any prohibited basis.** The remaining Parties, for themselves, their agents, officials, and employees, agree not to discriminate in any manner on the basis of race, color, creed, national origin, economic status, sexual orientation, gender identity or gender expression with reference to the subject matter of this Agreement, no matter how remote. The Operator further agrees in all respects to conform to the provisions and intent of the City of Raleigh Ordinance 1969-889, as amended, and this Ordinance is incorporated into this Agreement for the benefit of the City of Raleigh and its residents and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. This Ordinance shall be construed in such manner as to prevent and eradicate all

discrimination based on race, color, creed, or national origin. This provision shall be binding on the grantees, the successors and assigns of the Parties hereto with reference to the subject matter of this Agreement.

12. Insurance Coverage: GoTriangle agrees to carry the following minimum levels of insurance coverages: General Liability (\$1,000,000), Auto Liability (\$1,000,000), Umbrella Liability (\$1,000,000), and Worker's Compensation (statutory limits) and Employers' Liability (\$500,000). TTA will furnish documentation of these coverages to any requesting Parties annually and will name all municipal Parties as additional insureds.

13. No Third Party Beneficiaries: This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

14. Assignment. No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other Parties to this Agreement.

15. Electronic Version of Contract. The Town of Cary may convert a signed original of the Contract to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Contract shall be deemed for all purposes to be an original signed Contract.

16. Termination. Any party may terminate this Agreement prior to the start of a new fiscal year by notifying all Parties of its intent to terminate no later than November 1 of the current fiscal year. In addition, if the Parties are not able to agree upon the budgeted amounts as described in paragraph 4 above, any party may terminate this Agreement by notifying all Parties of its intent to terminate no later than December 31 of the current fiscal year. In either event, termination for the notifying party will be effective as of June 30 of the current year.

17. E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

18. Iran Divestment Act Certification. Each party to this contract certifies for itself that as of the date that this contract is entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during

the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

**(SIGNATURE PAGES FOLLOW)**

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and, for the Town of Cary, by the Resolution of its governing board, spread across its minutes, as of the date first written above.

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Jeffrey G. Mann, General Manager

Instrument pre-audited in the manner required by  
the Local Government Budget and Fiscal Control Act.

Reviewed and approved as to legal form

\_\_\_\_\_  
Saundra Freeman, Finance Officer

\_\_\_\_\_  
Shelley Blake, General Counsel

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and, for the Town of Cary, by the Resolution of its governing board, spread across its minutes, as of the date first written above.

**CITY OF RALEIGH**

\_\_\_\_\_  
Ruffin L. Hall, City Manager

ATTEST:

\_\_\_\_\_  
Gail G. Smith, City Clerk, Treasurer

\_\_\_\_\_ (SEAL)

Approved as to form:

\_\_\_\_\_  
City Attorney

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and, for the Town of Cary, by the Resolution of its governing board, spread across its minutes, as of the date first written above.

**CITY OF DURHAM**

\_\_\_\_\_  
Thomas Bonfield, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_ (SEAL)

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and, for the Town of Cary, by the Resolution of its governing board, spread across its minutes, as of the date first written above.

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to Form and Authorization

\_\_\_\_\_  
TOWN ATTORNEY

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

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TRANSIT DIRECTOR

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and, for the Town of Cary, by the Resolution of its governing board, spread across its minutes, as of the date first written above.

**TOWN OF CARY**

\_\_\_\_\_  
Michael Bajorek, Interim Town Manager

ATTEST:

\_\_\_\_\_  
Virginia Johnson, Town Clerk

\_\_\_\_\_ (SEAL)