GLOBAL OPERATING FUNDING AGREEMENT FOR OPERATIONS AND ADMINISTRATION

DURHAM COUNTY TRANSIT FY 2025

This Global Operating Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") as the administrator of the Triangle Tax District, and GoTriangle ("Implementing Party") and Durham County ("County"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Durham County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Durham County, referred to as the "Durham County Transit Plan", and this Plan was unveiled on or about May 2023, and adopted by the GoTriangle Board of Trustees on May 24, 2023, the Durham Chapel Hill Carrboro Metropolitan

Planning Organization's ("DCHC MPO") Policy Board on June 14, 2023, and the Durham County Board of Commissioners on May 22, 2023;

WHEREAS, in conjunction with the Durham County Transit Plan, GoTriangle, Durham County, and DCHC MPO (collectively, "the Governance ILA Parties") adopted the Durham Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Durham County Transit Plan by and through the annual Durham County Transit Work Program; and

WHEREAS, the Governance ILA specifically created the Staff Working Group ("SWG") and charged the SWG with coordinating and recommending the planning and implementation aspects of the Durham County Transit Work Program; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, and numerous Durham County municipalities, entered into a Comprehensive Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Durham County Transit Annual Work Program, receipt of funding allocations from Durham County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out SWG responsibilities; and

WHEREAS, the FY 2025 Durham Transit Work Program was developed and recommended by the SWG, presented for public comment, and adopted, as required, by the Boards of Durham County and GoTriangle; and

WHEREAS, the FY 2025 Triangle Tax District Durham Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 26, 2024; and

WHEREAS, the Parties desire to implement the components of the FY 2025 Durham County Transit Work Program as adopted by GoTriangle and Durham County; and

WHEREAS, as stated in the Comprehensive Participation Agreement, all Implementation Elements ("Projects") contained in the Durham County Transit Annual Work Program, whether partially or fully funded with Durham County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include a Global/Capital Funding Agreement or an Global/Operating Agreement, are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and all other appropriate Parties as identified in Exhibit A.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

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

1. Annual Approval:

The Agreement shall be reviewed annually to determine project progress and appropriate updates to Exhibit A documents, which is then executed by all appropriate Parties. The review and approval should consist of:

- A. Addition of new Projects to the Exhibit A if one or more is identified to be included as a part of this Agreement.
- B. Removal of Projects from the Exhibit A if one is identified to be complete or to be discontinued during the Agreement review process.
- C. Update of active Projects in Exhibit A if one or more is identified to require changes to the scope and/or annual funding amount.
- D. Updated Agreement shall be reviewed and executed by all Parties.

2. Term:

The Term, or period of performance, is defined as the latest anticipated year for programmed funds allocated by the Durham County Transit Annual Work Program for all Projects identified in Exhibit A, plus an additional twelve (12) months.

3. Purpose:

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being approved Project(s) in the Durham County Transit Annual Work Program, shall be implemented with programmed funding commitments as highlighted in Exhibit A, in accordance with

the requirements of the Comprehensive Participation Agreement.

4. Responsibilities:

- A. Responsibilities of the Implementing Party.
- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for the Projects prior to requesting reimbursement from GoTriangle.
- (2) The Durham County Annual Transit Work Program Reimbursement Request and Financial Report Template ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly, or monthly if preferred by the Implementing Party. The reimbursement request shall be emailed to DOTransitReimbursements@gotriangle.org with a copy to the identified Tax District Administration staff.

All Reimbursement Requests must be made using the Durham Transit Work Program Reimbursement Request and Financial Report template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Durham County Transit Work Program and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 or date determined by the Tax District Administrator for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
 - (a) Ensure that Durham County Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A.
 - (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements.

- Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- (c) Maintain a financial management system adequate for monitoring the accumulation of costs.
- (7) For new or extended transit routes, the Implementing Party agrees to coordinate with affected municipalities prior to implementation. These coordination efforts should include discussions as it relates to, but are not limited to, route planning and development, schedule development, installation of passenger amenities to support new transit operations, maintenance and upkeep of passenger amenities, public engagement and advertisement in relation to the new services, etc.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2025 Triangle Tax District Durham Operating Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2025 Durham County Transit Work Program.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Durham Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle, Durham County and DCHC MPO in 2023. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.
 - If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next SWG agenda for discussion and a recommendation to GoTriangle and the Implementing Party.
- (3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.
- (4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Durham County Transit Financial Policies and Guidelines, which includes Billing, Payment and Reimbursement Policy and Guidelines, adopted by GoTriangle on May 24, 2023, and DCHC MPO on June 14, 2023 and Durham County on June 12, 2023.

C. Responsibilities of Durham County

- (1) Durham County, as a non-Implementing Party shall serve as a Party to this Agreement in accordance with the Durham County Transit Interlocal Agreement.
- (2) Durham County shall review and approve all invoices for GoTriangle, as an Implementing Party, Projects, whether it be through quarterly, monthly or advanced payment cycles. Durham County shall follow a similar review process of GoTriangle reimbursements listed above "Responsibility of GoTriangle" item 2 and 3 listed in the above section.

5. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Party agrees to provide quarterly and annual reporting per the Comprehensive Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Party shall include a financial status of each Project identified in Exhibit A in all quarterly reports (Q1, Q2, Q3, Q4). The Implementing Party shall include in its enhanced Q2 and Q4 reports a narrative description of physical progress, an assessment of risks that may impact delivery of the Projects identified in Exhibit A, and a forecast of anticipated deviations from project scope, schedule, and budget baselines identified in Exhibit A agreed upon template. If the Implementing Party is allocating local, federal, state, or other funds towards Projects identified in Exhibit A, it is the Implementing Party's responsibility if they desire to report those expenditures to the Tax District Administrator, which shall be included as part of the enhanced Q2 and Q4 reports. The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

6. **Progress Updates**

- A. Meeting: Parties to this Agreement shall endeavor to schedule one project update meeting annually within the forum of the Staff Working Group, unless otherwise determined, so long as it precedes the development and publication of the Durham County Transit Draft Annual Work Program. This is to review the enhanced Q2 report developed by the Implementing Party and Implementation Partners and discuss the extent to which the Project, or sets of Projects, is achieving documented metrics, as outlined in Section 4 of this Agreement. Generally, these expectations can be defined through the three following elements: Cost, Schedule and Functionality. This meeting shall also evaluate and confirm that the Project or sets of Projects, is meeting expectations outlined in Exhibit A, and provide a forum to discuss proposed mitigation strategies when metrics are not on track.
- B. <u>Amendment Initiation:</u> If metrics for one or more Projects are not being met, Parties to this Agreement shall utilize the approved work program development

and/or amendment process to make any necessary adjustments to support the meeting of defined expectations.

7. Further Agreements:

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

8. Amendment:

Any extension of the Term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

9. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Comprehensive Participation Agreement (separately each a "breach"), any Party to this Agreement shall notify the SWG Administrator and the other Parties to this Agreement. The Non-Breaching party may place the item on a SWG agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the Term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects but may elect to continue implementing the Projects using funds from sources other than the Durham Transit Tax.
- (b) The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its Deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

10. ADA and Paratransit Requirements:

The Implementing Party shall provide paratransit service as required by law within the ADA-required radius of the all day fixed-route bus services implemented as Projects pursuant to this Agreement.

11. Record Retention:

All Parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

12. Notices:

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

If to GoTriangle:

GoTriangle

Attn: President and CEO 4600 Emperor Blvd, Suite 100 Durham, NC 27703

And with a copy to:

GoTriangle

Attn: General Counsel GoTriangle 4600 Emperor Blvd, Suite 100 Durham, NC 27703

If to Clerk to the SWG:

Durham County Attn: SWG Administrator 201 E Main Street, 4th Floor Durham, NC 27701

If to Durham County:

Durham County

Attn: Transportation

Director

201 East Main Street, 7th Floor

Durham, NC 27701

13. 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 Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

- B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party 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 Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- D. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Operating Agreement.

14. Merger and Precedence:

The provisions of this Agreement, including all Exhibits and attachments, 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.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

15. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, 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 Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Durham County, North Carolina.

16. No Waiver of Non-Compliance with Agreement:

No provision of this Agreement 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

Agreement. 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.

- 17. Force Majeure. The performance of each Party hereunder shall be excused for such period of time as performance is delayed due to force majeure. If any Party hereto is delayed in the completion of its obligations hereunder by the act, delay in providing approval, or default of the other Parties through no fault of the delayed Party, or by acts of God (which shall be deemed to include weather delays caused by rainfall, snow or other factors in excess of such weather for the season in which such performance is to occur that actually cause a delay in performance, fire, strikes, lockouts, unavoidable casualties, war, acts of terrorism, civil commotion, fire or other casualty, theft of materials, unseasonable shortages of materials or supplies, pandemic, epidemic, or any other cause whatsoever beyond the commercially reasonable control of the delayed Party then the time herein fixed for completion of such obligations shall be extended by the number of days that the delayed Party has thus been delayed. The delayed Party shall provide the other Parties hereto with written notice of any delay within ten (10) days after commencement of such delay; provided, however, that only one notice is necessary in the case of a continuing delay.
- 18. Compliance Non-Discrimination Law and Policy. Parties shall not discriminate against any contractor, employee, or applicant for employment because of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. Parties shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event Implementing Party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by COUNTY. Implementing Party certifies that Implementing Party shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this Agreement and grounds for terminating the Agreement for cause and without fault or liability to COUNTY.

19. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Durham County.

20. Assignment:

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

21. Independence of the Parties:

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

22. Execution in Counterparts/Electronic Version of Agreement:

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

23. No Waiver of Sovereign Immunity:

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

24. 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.

25. <u>Verification of Work Authorization; Iran Divestment Act:</u>

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. 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. 147-86.59.

26. No third-Party Beneficiaries:

There are no third-party beneficiaries to this Agreement.

27. **E – Verify**:

All Parties shall comply with *E-Verify*, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64- 25 *et seq.* In addition, to the best of a Party's knowledge, any subcontractor employed by a Party as a part of this Agreement shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall prevail.

28. Companies Boycotting Israel Divestment Act Certification:

The Parties certify that they have not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

29. Electronic Signatures:

Parties acknowledge and agree that the electronic signature application Adobe Sign may be used to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the Adobe Sign application, Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes Parties' signatures as if signed by Parties in writing. Parties also agree that no certification authority or other third-party verification is necessary to validate the electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic signature. Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the Adobe Sign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

SIGNATURE PAGES FOLLOW

RESEARCH TRIANGLE REGIONAL PUBLIC	This instrument has been preaudited in the manner
TRANSPORTATION AUTHORITY (d/b/a	required by The Local Government Budget and Fiscal
GoTriangle)	Control Act.
By: Charles E. Lattuca President and CEO This, theday of, 2024.	Jennifer Hayden, Interim Chief Financial Officer for GoTriangle This, theday of, 2024.
	Reviewed and Approved as to legal form. T. Byron, Smith, General Counsel.
	T. Byron, Smith, General Counsel

DURHAM COUNTY

BY:		Date:	
	Chair, Durham County Board of Commissioners		
	instrument has been pre-audited in the manner prescribed rol Act.	d by the Local Government Budget and Fiscal	
BY:		Date:	
	Tiffany Murray, Durham County Chief Financial Officer		













TAX DISTRICT ADMINISTRATION
PROJECT SHEETS

Tax District Administration: Financial Oversight Staff

21GOT_AD1 | Tax District Administration | Staffing

Financial oversight staff to the Durham Transit Plan for a total of 1.0 FTE.

In FY25 the roles will continue to improve financial policies, provide financial analysis for the new Transit plan development including the commuter rail project, and process quarterly reimbursements and reporting. The 1.0 FTE will also be responsible for producing annual operating and capital budgets and ordinances (and amendments thereto), updating the Durham Transit financial plan/model, annual financial reports, coordinating integration of proposed plans into the budget, monitoring spending to ensure the Durham transit budget stays balanced. The team will also navigate and lead the process of debt issuance, investing Durham transit revenue and the year-end financial audit for the Durham Transit Plan.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$196,800

Programmed FY26 Costs (Subsequent Year): \$201,720

Planned Start Date: July 1, 2018



Metric	Goals
Position Status of Financial Oversight Staff	Positions filled 100% in FY25
Provide Financial Analysis for Transit Plan	Ongoing - Financial analyses are completed throughout fiscal year
Process Quarterly Reimbursements and Reporting	Per the established guidelines within the financial policy

Tax District Administration: Financial Oversight Support Services

21GOT_AD11 | Tax District Administration | Administrative Expenses

This project incorporates the equivalent of 1.5FTE's from the finance and administration support staff functions. These functions include transit plan accounting, audit/ACFR process and supervision, fund investments, revenue and recollection, project sponsor payments and receivables and other additional miscellaneous financial support services to the Durham Transit Plan.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$198,305

Programmed FY26 Costs (Subsequent Year): \$203,263

Planned Start Date: July 1, 2022



Metric	Goals
Position Status of Financial Support Staff	Positions filled 100% in FY25
Performs Transit Plan Accounting functions	Ongoing - Accounting functions are completed throughout fiscal year

Tax District Administration: Financial Services

21GOT_AD21 | Tax District Administration | Administrative Expenses

This project incorporates the funds allocated for financial consulting and bank service charges.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$93,952

Programmed FY26 Costs (Subsequent Year): \$96,301

Planned Start Date: July 1, 2018



PROJECT IMPLEMENTATION METRICS

Metric Goals

Status of Financial Consulting and Bank Service Charges

Charges are billed and paid within timely manner

Tax District Administration: Audit Services

21GOT_AD22 | Tax District Administration | Administrative Expenses

This project incorporates the funds allocated for audit fees.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$14,183

Programmed FY26 Costs (Subsequent Year): \$14,538

Planned Start Date: July 1, 2022



PROJECT IMPLEMENTATION METRICS

Metric Goals

Status of Audit Fees Fees are billed and paid within timely fashion



TRANSIT PLAN ADMINISTRATION
PROJECT SHEETS

Customer Surveys

18GOT_AD10 | Transit Plan Administration | Administrative Expenses

GoTriangle will use these funds to continue the development and implementation of annual transit customer surveys that help to continually evaluate user experiences as additional services are implemented. This includes all GoDurham and the applicable share of GoTriangle Regional Routes surveyed including the 700, 800, 880S, 805, DRX, and ODX.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$110,421

Programmed FY26 Costs (Subsequent Year): \$113,182

Planned Start Date: July 1, 2018



PROJECT IMPLEMENTATION METRICS

Metric Goals

Summary reports of completed surveys Reports are shared with SWG on annual basis

TRANSIT PLAN PERFORMANCE METRICS



Transit Plan Administration: Marketing, Communications, and Public Engagement - Support Services

21GOT_AD12 | Transit Plan Administration | Administrative Expenses

GoTriangle is requesting funds for marketing, communications and public engagement support related to the Durham County Transit Plan. Funding will also support capacity to utilize creative consultant services, or expand the scope of service through current consultants to support materials for community outreach, public meetings, marketing campaigns, information kits, web elements, translation, and interpretation, etc.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$77,326

Programmed FY26 Costs (Subsequent Year): \$79,259

Planned Start Date: July 1, 2018



PROJECT IMPLEMENTATION METRICS

Metric	Goals
Transit Plan Marketing, Communications, and Public Engagement Support	Ongoing - Support activities are provided throughout fiscal year
Reports prepared for marketing, communications, and public engagement support efforts	Narrative will be reported twice per year

TRANSIT PLAN PERFORMANCE METRICS



Transit Plan Administration: Transit Planning - Support Services

21GOT_AD13 | Transit Plan Administration | Contracted Services

GoTriangle is requesting reimbursement for on-going support costs (including indirect costs) that benefit the Durham County Tax District. This includes the Durham County share of the \$31,775 (base year of FY25) of the Triangle Regional Model Service Bureau contract as well as DCHC MPO Member share, revised to reflect FY25 amounts.

The revised split for this contract is as follows: 70% Wake - 20% Durham -10% Orange. This split reflects the ratio of population and employment that benefits from this support service among the counties.

This revised project also includes the revised 21GOT_AD14 Transit Plan Administration - Performance Data Processing and Visualization Tool. Costs are limited to the direct costs of the software.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$95,475

Programmed FY26 Costs (Subsequent Year): \$78,107

Planned Start Date: July 1, 2018



Metric	Goals
Triangle Regional Model	Model available and used for transit planning, population, and employment projections
DCHC MPO Membership	Transit projects are included in MPO's CTP, MTP, and TIP
Performance Data Processing and Visualization Tool	Tool is used to support bus speed and reliability improvements and capital project development

TRANSIT PLAN PERFORMANCE METRICS



Population (total and BIPOC) within a 45 or 60-minute transit trip to job centers



Jobs within a 45 or 60-minute trip from affordable housing locations

Transit Plan Administration: Program Management Staff

21GOT_AD2 | Transit Plan Administration | Staffing

GoTriangle will allocate O.5 FTE of GoTriangle program management staff to the Durham Transit Plan. In FY25, this staffing will provide oversight and program management support for GoTriangle's bus facilities, bus stop amenities planning and development programs, and GoDurham bus stop improvements program. This funding also incorporates GoTriangle's support of the Durham Bus Plan update and the Bus Transit Corridor - Speed and Reliability Study Part 1, as well as management support for the direct oversight and day-to-day management of the commuter rail program. Specific tasks include oversight of project planning, project scope, schedule, and budget development and monitoring; oversight of quarterly reporting; and supervision of GoTriangle's planning, capital development, and real estate/facilities teams and commuter rail project staff and contractors.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$143,936

Programmed FY26 Costs (Subsequent Year): \$147,534

Planned Start Date: July 1, 2020



Metric	Goals
Position Status of Program Management Staff	Position filled 100% in FY25
Oversight and Program Management Support	Ongoing - Support activities are completed throughout fiscal year

Transit Plan Administration: Project Implementation Staff

21GOT_AD3 | Transit Plan Administration | Staffing

GoTriangle will allocate 4.425 FTE for project implementation activities for the Durham Transit Plan.

In FY25, this team will manage and execute planning, design, construction management, procurement, and contract administration activities for GoTriangle's bus facilities and bus stop amenities programs, as well as GoDurham's bus stop amenities program.

Additionally, they will also participate in the Bus Transit Corridor - Speed and Reliability Study Part 1, capital planning, and support activities for the Durham Bus Plan update and commuter rail related activities.

Specific tasks include but are not limited to the following:

- Budget/Procurement/Contract Administration includes budget development and monitoring, quarterly reporting, coordination with DBE Program Officer, monitoring compliance with federal, state, and local contract requirements, procurement and management of consultants and contractors.
- Planning and Project Development includes the planning/prioritization for bus stop, park-and-ride, and transit center improvements.
- Design/Engineering/Architecture/Construction includes field investigations, feasibility analysis, design management, construction inspections, project management/coordination, technical support for bus stop, park-and-ride improvements, CRT and Bus Transit Corridor studies, and major facilities projects.
- Project Coordination includes managing coordination and fostering timely conflict resolution with GoTriangle's partners, as well as coordination with regulatory agencies for federally funded projects.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$717,500

Programmed FY26 Costs (Subsequent Year): \$735,438

Planned Start Date: July 1, 2020



Metric	Goals
Position Status of Project Implementation Staff	Positions filled 100% in FY25
Execute service improvements, planning, design, construction	Ongoing - Activities are completed
management, procurement, and contract administration	throughout fiscal year

Transit Plan Administration: Legal and Real Estate - Support Staff

21GOT_AD4 | Transit Plan Administration | Administrative Expenses

Funds will be allocated to GoTriangle for 1.2 FTE of Legal and Real Estate support staff and miscellaneous administrative and related expenses to the Durham Transit Plan. These tasks include but are not limited to:

- Greater Triangle Commuter Rail project, including cost-share negotiations and agreements, early riskmanagement work, development of agreement and approval matrices, legal templates, and early legal work related to host and operating railroads
- Interlocal Agreements related to Transit Plan administration
- Real estate management and FTA compliance activities for the GoTriangle properties located along the CRT corridor
- Managing appraisals and potential disposition of properties acquired for the regional rail project and DOLRT
- Managing real estate acquisition activities for projects assigned to GoTriangle in the Durham Transit Work Plan including Durham Bus Stop Improvements and site-specific facilities projects.
- Addressing miscellaneous matters related to GoTriangle's property interests in Durham County, including compliance with FTA requirements where applicable
- Addressing facilities matters at GoTriangle's regional admin and operations/maintenance facilities
- Assist with the management and strategic planning of regional park and ride program, proposed RTC relocation, and other infrastructure projects
- Other property issues requiring real estate acquisition, disposition, and management
- Property appraisals, Property maintenance/repairs, Paratransit lease
- Legal Consulting expenses to include but not limited to debt issuance, capital, and operating project support

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$318,392

Programmed FY26 Costs (Subsequent Year): \$326,352

Planned Start Date: July 1, 2018



Metric	Goals
Position Status of Legal & Real Estate Support Staff	Positions filled 100% in FY25
Status of Legal and Real Estate Support Activities	Ongoing - Support activities are completed throughout fiscal year

Transit Plan Administration: Marketing, Communication and Public Engagement - Support Staff

21GOT_AD5 | Transit Plan Administration | Staffing

GoTriangle is requesting funding for 1.5 FTEs that will be dedicated to public engagement. The Public Engagement Specialist will work under the Community Engagement Manager, in the Communications & Public Affairs department at GoTriangle, directly collaborating with project teams to plan and execute public involvement activities related to the development and implementation of the Durham County Transit Plan. They will support the establishment and maintenance of relationships with community stakeholders that include public officials, strategic partners, community groups, property owners and businesses.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$209,495

Programmed FY26 Costs (Subsequent Year): \$214,732

Planned Start Date: July 1, 2028



Metric	Goals
Position Status of Marketing, Communication and Public Engagement Support Staff	Positions filled 100% in FY25
Public Engagement Support for Advertising of Transit Plan Quarterly Amendments, Annual Work Programs, and Transit Plan Updates	Ongoing - Support activities are completed throughout fiscal year

Transit Plan Administration: Regional Technology and Administration -Support Staff

21GOT_AD6 | Transit Plan Administration | Staffing

GoTriangle will continue to allocate O.2 FTE of Regional Technology and Administration support staff to the Durham Transit Plan. Staffing includes budgeted time for the Regional Technology Manager, Contract and Grants Coordinator and Contract Administrator.

In FY25 the following Technology and Administration functions will continue:

- Proposed continuation of the outcomes of the Regional Technology study that assesses existing technology within all participating transit agencies to design a coordinated technology integration plan.
- Assist with the strategic capital improvement of regional park and ride program, proposed RTC relocation, and other infrastructure projects.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$80,268

Programmed FY26 Costs (Subsequent Year): \$82,274

Planned Start Date: July 1, 2018



Metric	Goals
Position Status of RTA Support Staff	Position filled 100% in FY25
Regional Technology Study Support	Ongoing – Support activities are completed throughout fiscal year
Strategic Capital Improvement Support	Ongoing - Support activities are completed throughout fiscal year

TRANSIT OPERATIONS PROJECT SHEETS

Paratransit Expansion

19GOT_TS8 | Transit Operations | Bus Service

Due to span increases on Saturday, Sundays, and holidays for Routes 400, 700, and 800, there are additional ADA paratransit costs incurred. These costs are split 64% to Durham County and 36% to Orange County.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$43,812

Programmed FY26 Costs (Subsequent Year): \$44,908

Planned Start Date: Ongoing



PROJECT IMPLEMENTATION METRICS

Metric Goals

Extended Span of Service - Sundays Operate Sunday Trips on Paratransit

TRANSIT PLAN PERFORMANCE METRICS



Improved paratransit customer satisfaction survey results



Increase in on-time performance of paratransit services

Route 700 Improvements

20GOT_TS1 | Transit Operations | Bus Service

This project consolidates all off-peak span and frequency improvements to GoTriangle Route 700 (Durham - RTC) since the Tax District began providing funding for it. On Route 700:

- Weekday midday frequency was increased from 60 to 30 minutes
- Saturday daytime frequency was increased from 60 to 30 minutes
- Saturday evening service was extended from 7 PM to 10:55 PM
- Sunday service was added from 7 AM to 9 PM.
 - In FY25, 2 more hours of service on Sundays until 11PM is included, per the Durham Transit Plan.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$533,881

Programmed FY26 Costs (Subsequent Year): \$547,228

Planned Start Date: July 1, 2023



Metric	Goals
Route Families Operating at a 30-Minute Service Interval	Y/N
Total Network Miles of Service Operating at a 30-Minute Service Interval	Y/N
Number of Routes Operating Until 12 AM on Weekdays and 11 PM (or later) on Weekends	Y/N
Total Passenger Trips Traveled on Routes with 30-Minute Frequency	2% annual increase

TRANSIT PLAN PERFORMANCE METRICS



Improved customer satisfaction survey results



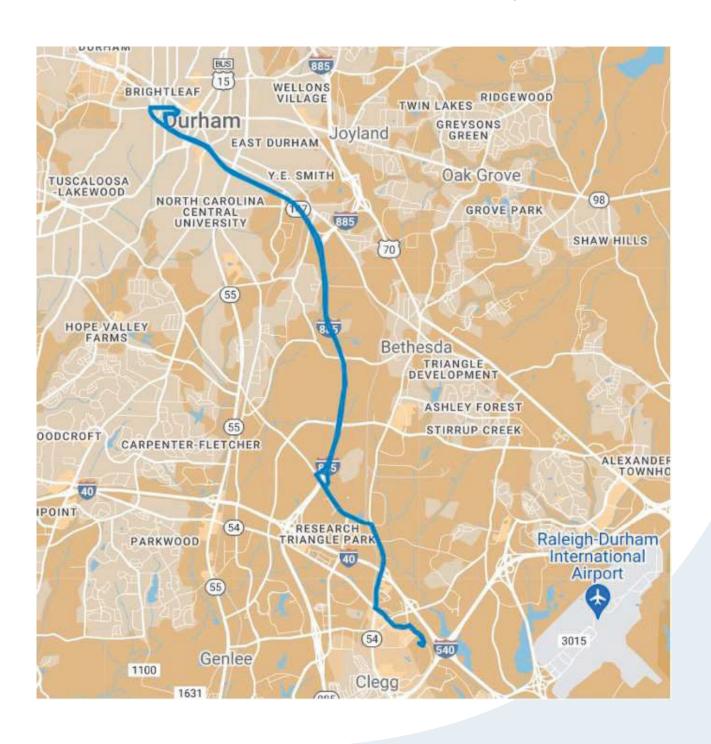
Total ridership on routes with increased frequency and extended service



Estimated reduction in vehicle emissions due to increased ridership



Total ridership on new crosstown services



Route 800 Improvements

20GOT_TS2 | Transit Operations | Bus Service

This project consolidates all off-peak span and frequency improvements to GoTriangle Route 800 (Chapel Hill - Southpoint - RTC) since the Tax District began providing funding for it. On Route 800:

- Weekday midday frequency increased from 60 to 30 minutes.
- Saturday daytime frequency increased from 60 to 30 minutes.
- Saturday evening service was extended from 7:15 PM to 11:20 PM.
- Sunday service was added from 6:45 AM to 7:20 PM to include:
 - Former 19GOT_TS1 extending service to 9:20 PM (the 800 component) and;
 - 18GOT_TS4 adding additional trips (800S).

Costs are allocated 50% to Durham County and 50% to Orange County.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$552,997

Programmed FY26 Costs (Subsequent Year): \$641,648

Planned Start Date: Ongoing



Metric	Goals
Route Families Operating at a 30-Minute Service Interval	Y/N
Total Network Miles of Service Operating at a 30-Minute Service Interval	Y/N
Total Passenger Trips Traveled on Routes with 30-Minute Frequency	2% annual increase

TRANSIT PLAN PERFORMANCE METRICS



Improved customer satisfaction survey results



Total ridership on routes with increased frequency and extended service



Estimated reduction in vehicle emissions due to increased ridership



Total ridership on new crosstown services



Route 400 Improvements

20GOT_TS3 | Transit Operations | Bus Service

This project consolidates all off-peak span and frequency improvements to GoTriangle Route 400 (Durham - Chapel Hill) since the Tax District began providing funding for it. On Route 400:

- Weekday midday frequency increased from 60 to 30 minutes.
- Saturday daytime frequency increased from 60 to 30 minutes.
- Saturday evening service was extended from 6:55 PM to 10:55 PM.
- Sunday service was added from 7:00 AM to 6:55 PM.

It also includes former 19GOT_TS1 extending service to 9:20 PM (the 800 component).

Costs are allocated 50% to Durham County and 50% to Orange.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$451,362

Programmed FY26 Costs (Subsequent Year): \$1,560,541

Planned Start Date: Ongoing



Metric	Goals
Number of Passenger Trips	2% annual increase

TRANSIT PLAN PERFORMANCE METRICS



Improved customer satisfaction survey results



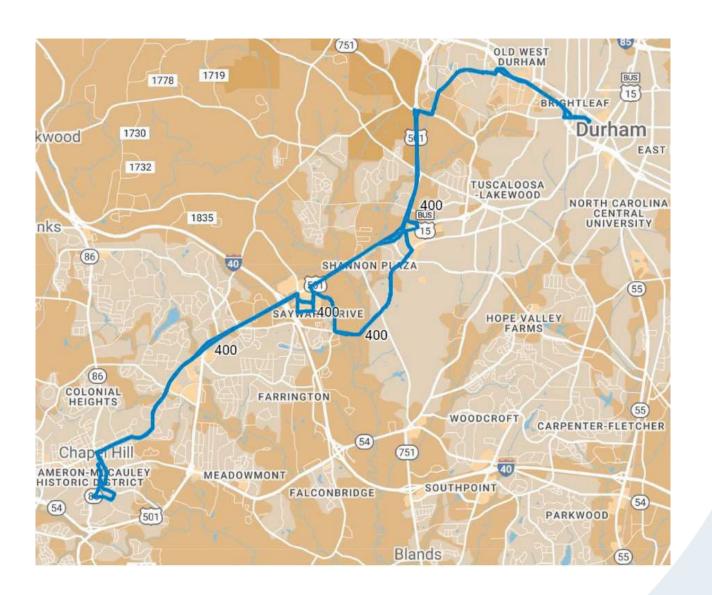
Total ridership on routes with increased frequency and extended service



Estimated reduction in vehicle emissions due to increased ridership



Total ridership on new crosstown services



Route ODX - Orange-Durham Express

20GOT_TS5 | Transit Operations | Bus Service

An Orange-Durham Express route was implemented, linking Mebane, Efland, and Hillsborough in Orange County to the Duke & VA Medical Centers and downtown Durham during weekday peak hours.

Costs are allocated 50% to Durham County and 50% to Orange County.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$225,776

Programmed FY26 Costs (Subsequent Year): \$231,419

Planned Start Date: Ongoing



Metric	Goals
Total Passenger Trips Traveled on Express Routes	2% annual increase

TRANSIT PLAN PERFORMANCE METRICS



Improved customer satisfaction survey results



Total ridership on routes with increased frequency and extended service



Estimated reduction in vehicle emissions due to increased ridership



Total ridership on new crosstown services



Route DRX Improvements - Durham-Raleigh Express

20GOT_TS7 | Transit Operations | Bus Service

GoTriangle will continue to provide additional trips on the Durham-Raleigh Express (DRX) between Downtown Durham, Duke University/VA Medical Center and Downtown Raleigh.

The project matches the Wake County investment for Route DRX supporting additional trips to increase frequency to every 15-30 minutes and span. Improving service within the Durham-Raleigh corridor supports regional connectivity. In past years, investments in more DRX service have resulted in ridership growth and GoTriangle often receives requests from the public for more service at more times of the day on the DRX. If this request is not funded, we may see crowding within the corridor and reduced ridership.

Costs are allocated 50% to Durham County and 50% to Orange County.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$355,474

Programmed FY26 Costs (Subsequent Year): \$364,359

Planned Start Date: August 2021



PROJECT IMPLEMENTATION METRICS

 Metric
 Goals

 Total Passenger Trips Traveled on Express Routes
 2% annual increase

TRANSIT PLAN PERFORMANCE METRICS



Improved customer satisfaction survey results



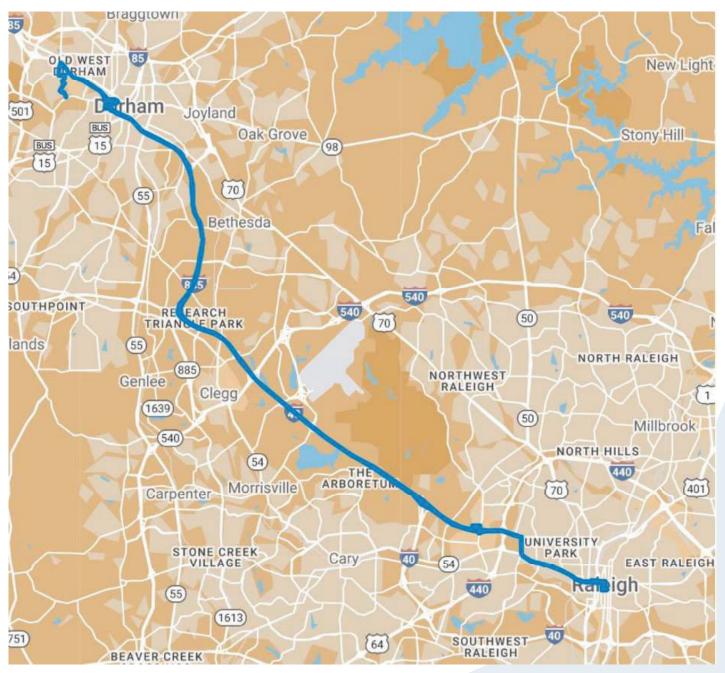
Total ridership on routes with increased frequency and extended service



Estimated reduction in vehicle emissions due to increased ridership



Total ridership on new crosstown services



Low Income Fare Pass

25GOT_0014 | Transit Operations | Bus Service

Due to the onset of the COVID pandemic in 2020, GoTriangle has remained fare free. As GoTriangle prepares to return to fares in FY25, a Title VI equity analysis was completed to evaluate the effects of the fare change on minority and low-income populations and to identify mitigation strategies if necessary.

GoTriangle is requesting funding allocation to provide zero fare passes for low-income qualifying individuals beginning in FY25. GoTriangle will work with the Durham County Staff Working Group to identify qualifying measures and ensure necessary policies and procedures are in place prior to July 1, 2024. GoTriangle is currently completing a study that will provide a framework for a low-income fare program. This framework will be presented to the Durham County Staff Working Group and can be used to assist in further developing policies and procedures for the low-income fare program. The total amount funded from the Durham Tax Revenues, will offset fares that would have been collected by GoTriangle, in addition to purchasing the supplies needed for this program. The funding allocation will be monitored and evaluated as other providers make decisions regarding fares. This allocation should be available to all Durham County transit providers who return to fares in the future. The financial information included in this sheet is an estimate to be used for budget purposes. GoTriangle and the Durham County Staff Working Group will work on developing administrative needs for the project and adjust financials as needed.

Costs are allocated 70% to Wake County, 20% to Durham County and 10% to Orange County.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$78,697

Programmed FY26 Costs (Subsequent Year): \$80,664

Planned Start Date: July 1, 2024



Metric	Goals
Low Income GoPass Enrollment	20% of Low-Income Riders based on most recent customer service survey

TRANSIT PLAN PERFORMANCE METRICS



Youth GoPass

21GOT_OO1 | Transit Operations | Other Bus Service

For youth ages 13-18, transit agencies across Durham, Wake and Orange County will continue to offer a "Youth GoPass" program. These fare passes are issued by GoTriangle, GoDurham, GoRaleigh, or GoCary with valid K-12 School ID Cards, or with transit agency issued identification cards.

GoTriangle, GoDurham GoRaleigh, and GoCary in partnership with the respective County, will continue to work with schools along the County's triangle bus network to issue the passes. Passes will also continue to be available to those with a valid ID at GoDurham Station, GoRaleigh Station, the Town of Cary Finance Department, the GoTriangle Regional Transportation Center, public libraries, and regional centers.

This project covers the cost of offsetting fares that would have been collected by GoTriangle in the county share of routes, in addition to purchasing the supplies needed for this program. The estimated cost is an allocation of the GoTriangle - Durham share of Youth GoPass boardings in Durham County.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$27,212

Programmed FY26 Costs (Subsequent Year): \$27,892

Planned Start Date: July 1, 2020



PROJECT IMPLEMENTATION METRICS

Metric	Goals
Number of Youth GoPasses Issued	2% increase over FY19
Number of Youth GoPass Trips taken	2% increase over FY19

TRANSIT PLAN PERFORMANCE METRICS



Fare Collection Improvements

21GOT_OO2 | Transit Operations | Other Bus Service

This project will cover the annual costs associated with updated mobile ticketing technology for GoTriangle buses.

This project request also allocates a portion of hold harmless against any reduction of fare revenue due to the implementation of this uniform fare strategy.

The regional fare-working groups priorities include:

- 1. Improving Pass Distribution and Sales 4. Improve Regional Coordination
- 2. Balance Revenue and Ridership Goals 5. Make Transit an Affordable Option
- 3. Improve the Passenger Experience 6. Explore New Fare Technologies

These earmarked funds will be estimated and are dependent on the final methodology developed by a Fare Working Group.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$24,900

Programmed FY26 Costs (Subsequent Year): \$25,523

Planned Start Date: July 1, 2020



PROJECT IMPLEMENTATION METRICS

Metric Goals

Total trips using contactless payment forms 60% of trips in Year 1

TRANSIT PLAN PERFORMANCE METRICS



Woodcroft Park and Ride Lease

24GOT_TS1 | Transit Operations | Other Bus Service

Leased spaces at Woodcroft shopping center to support existing and new transit riders on route 805. The lease will formalize a previous informal park and ride, that has been discontinued due to the lack of a lease. The start of the lease would be timed to commence with the completion of bus stop improvements that serve the Woodcroft shopping center.

PROJECT AT A GLANCE

Agency: GoTriangle

Parties to Project: Durham County

Budgeted FY25 Costs (Current Year): \$11,038

Programmed FY26 Costs (Subsequent Year): \$11,314

Planned Start Date: July 1, 2023



PROJECT IMPLEMENTATION METRICS

Metric	Goals
Status of executed lease agreement	Under Contract
Boardings at Woodcroft Park and Ride	75% Utilization of 26 Park and ride spaces in year one, measured by boardings

TRANSIT PLAN PERFORMANCE METRICS

