

MEMORANDUM OF UNDERSTANDING

RESEARCH TRIANGLE REGIONAL  
PUBLIC TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE

AND

DURHAM COUNTY, NORTH CAROLINA

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on the last date executed below, by and between the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle) and the Durham County, North Carolina (County). (As used in this Contract, GoTriangle or County is individually referred to as a "party" and collectively as the "parties.")

**RECITALS:**

WHEREAS, GoTriangle, in conjunction with the Federal Transit Administration (FTA) is designing the Durham-Orange Light Rail Transit (D-O LRT) Project; and,

WHEREAS, the FTA issued its Record of Decision (ROD) for the D-O LRT Project on February 11, 2016, and an Amended ROD on December 14, 2016. As set forth in the Amended ROD, the D-O LRT Project is a 17.7 mile, 18 station light rail transit service which will provide connections between UNC Hospitals, the UNC campus, the William and Ida Friday Center for Continuing Education, Patterson Place, the South Square area, Duke University, the Duke University and Durham Veterans Affairs Medical Centers, downtown Durham, east Durham, and North Carolina Central University; and

WHEREAS, County is a stakeholder in the D-O LRT Project and participates in coordination activities with GoTriangle; and,

WHEREAS, the D-O LRT Project will benefit the community by providing accessible transit service and a competitive and reliable alternative to congested roadways that seamlessly serves many popular destinations in Durham and Chapel Hill, and that fosters growth, compact development, and economic development along a high-capacity transportation network; and

WHEREAS, the parties recognize the importance of the D-O LRT Project to Durham and Orange counties and the people of the State of North Carolina; and

WHEREAS, County supports the D-O LRT Project as an advancement of the interests of the County, the universities, and the general community; and

WHEREAS, County wishes to support the development of the D-O LRT Project in accordance with the terms of this MOU.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. County agrees to cooperate with GoTriangle in the design, implementation, construction, operation, and maintenance of the D-O LRT Project.

2. County agrees to work and cooperate with GoTriangle to obtain any rights of entry, permits, and appraisals associated with or related to the design, implementation, construction, operation, and maintenance of the D-O LRT Project from the State of North Carolina and/or County.

3. Subject to and contingent upon any and all authorizations required by County, including the Durham County Board of Commissioners, County agrees to donate, at no cost to GoTriangle, any and all easements across and upon that certain real property owned, maintained, controlled, or managed by County necessary to design, implement, construct, operate, and maintain the D-O LRT Project. Such easements shall include utility easements, temporary construction easements, easements in perpetuity, and other right-of-way (ROW) interests.

4. It is understood by all parties that all ROW activities, including appraisal, acquisition, and/or relocation, shall be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (Act), the Act's implementing regulations, relevant FTA policies and guidance, and Chapter 160A Article 27 of the North Carolina General Statutes.

5. If changes or revisions are needed to this MOU, a Supplemental MOU will be prepared. Any modification to this MOU shall be agreed upon in writing by the parties prior to implementation.

6. It is the policy of GoTriangle and County not to enter into any agreement with another party that has been debarred by any government agency (federal or state). GoTriangle and County certify, by signature of this MOU, that neither entity nor their respective agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state department, agency, or other subdivision.

7. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this MOU and save harmless the other party from any claims arising as a result of such actions.

8. All terms of this MOU are subject to available federal and state funding and fiscal constraints.

9. This MOU contains the entire agreement between the parties related to the subject matter herein and there are no understandings or agreements, verbal or otherwise, regarding this MOU, except as expressly set forth herein.

10. Each party acknowledges that the individual executing the MOU on its respective behalf is authorized to execute this MOU on its behalf contained herein and that s/he has read this MOU, conferred with her/his attorney, and fully understands its contents.

11. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the MOU as binding as an original, and the parties agree that this MOU can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the MOU.

12. County understands and acknowledges that GoTriangle intends to seek a matching contribution from the FTA for the value of any and all interests in real property conveyed by County

to GoTriangle pursuant to this MOU. County agrees to assist GoTriangle with securing appraisals and other documentation showing how such conveyances of real property are calculated and valued.

IN WITNESS WHEREOF, this MOU has been executed, in duplicate originals, on the part of GoTriangle and County by authority duly given.

**ATTEST:**

**RESEARCH TRIANGLE REGIONAL PUBLIC  
TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE**

BY: Elizabeth Ufer  
TITLE: Exec. Assistant

BY: Jeff Miller  
TITLE: General Manager  
DATE: 2/1/2017

Remittance Address:  
GoTriangle  
Gary D. Tober, JD  
Manager, Real Estate  
PO Box 13787  
Research Triangle Park, NC 27709

**ATTEST:**

**DURHAM COUNTY, NORTH CAROLINA**

BY: Michelle Perks  
TITLE: County Clerk

BY: [Signature]  
TITLE: County Manager  
Date: Jan. 27, 2017

