

MEMORANDUM OF UNDERSTANDING

Department: 46 - Health & Human Services Department

Vendor: VC0000012819 - NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Description of Services: The scope of this MOU is for coordination and development of a Zero-Emission Vehicle Fleet Transition Plan (Plan) for GOWAKE in accordance with FTA guidelines related to the 5339(c) Low-No Emissions Vehicle Program and the FTA Grants for Buses and Bus Facilities Competitive Program.

BOC Date Approved:

Contract Start Date: July 1, 2024

Contract End Date: June 30, 2025

Max Amount Payable: No cost to Wake County

Funding Source(s):

Federal	X State	County	Grants	Other	None
---------	---------	--------	--------	-------	------

Competition:

RFP#: **Next Competition:** NOT APPL **Year Last Completed:** NOT APPL

Person Responsible for Monitoring the Contract Performance Requirements: Anita Davis

MEMORANDUM OF UNDERSTANDING
Between
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
and
GoWAKE ACCESS

THIS **Memorandum of Understanding** (MOU) is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, herein referred to as “**DEPARTMENT**” and Wake County by and through GoWake Access, herein referred to as “**GOWAKE**” and is for the funding and development of a Zero-Emission Vehicle (ZEV) Fleet Transition Plan.

WITNESSETH:

WHEREAS, State of North Carolina Executive Order No. 80, North Carolina’s Commitment to Address Greenhouse Gas Emissions and Transition to a Clean Energy Economy (EO 80), aims to increase and prioritize ZEV adoption; and,

WHEREAS, State of North Carolina Executive Order No. 246, North Carolina’s Transportation to a Clean, Equitable Economy, establishes the goal of reducing statewide greenhouse gas emissions to at least 50% below 2005 levels by 2030; and,

WHEREAS, in 2020 NC Governor Roy Cooper signed the Multi-State Medium- and Heavy-Duty Zero Emission Vehicle Memorandum of Understanding, supporting electrification of government fleets, including buses, and committing to coordination with key partners; and

WHEREAS, the North Carolina ZEV Plan, recommends strategies for cabinet agencies to prioritize ZEV’s in the purchase and lease of new vehicles; and,

WHEREAS, the North Carolina Department of Transportation Board of Transportation approved funding six (6) ZEV Fleet Transition Plan projects in 2023 and 2024, including GOWAKE; and,

NOW, THEREFORE, the **DEPARTMENT** and **GOWAKE** hereto agree to the following conditions and provisions as hereinafter set forth as follows:

MOU SPECIFIC PROVISIONS

1) **SCOPE**

The scope of this MOU is for coordination and development of a Zero-Emission Vehicle Fleet Transition Plan (Plan) for **GOWAKE** in accordance with FTA guidelines related to the 5339(c) Low-No Emissions Vehicle Program and the FTA Grants for Buses and Bus Facilities Competitive Program.

2) DEPARTMENT RESPONSIBILITIES

- A. The **DEPARTMENT**, and or its agent, shall prepare the Plan in accordance with the Plan Components for a Zero-Emission Fleet Transition Plan required by FTA zero-emission vehicle projects.
- B. The **DEPARTMENT**, and or its agent, shall lead the administration of the planning process.
- C. The **DEPARTMENT** will provide a preliminary draft of the Plan to **GOWAKE** for review and comment. **GOWAKE** shall provide comments to the Department within two (2) months. Upon receipt of comments from **GOWAKE**, the **DEPARTMENT** will provide a final draft.

3) GOWAKE RESPONSIBILITIES

- A. **GOWAKE** shall participate in providing logistical support for project management meetings, public meetings, and other required public notices engaging **GOWAKE** staff and or stakeholders.
- B. **GOWAKE** shall participate in providing data regarding its grants, revenue, and funding, operating and rider statistics, public and transit services and routes, vehicle fleet, maintenance operations, expenditures, and other data relevant to the analysis for development of the Plan. The data provided under this section shall be limited to what is necessary for the analysis and development of the Plan and agreed upon Scope of Work, and will be further limited to the years 2018 through the current fiscal year in which the plan is being developed.
- C. GoWake shall consider adoption of the Plan as provided in the final draft presented by the Department. Within 60 days of receipt, GoWake shall consult appropriate agencies or boards and provide comments and suggestions to the Department. The Department shall provide feedback within the following 90 days. At the conclusion of the review process, Wake County shall seek final approval from the appropriate boards and/or staff.
- D. **GOWAKE** shall receive digital files of the approved Plan. **GOWAKE** shall be responsible for the distribution of the final documents to the appropriate agencies and interested parties.
- E. **GOWAKE** shall consider applying for the 5339(c) FTA Low or No Emission Grant Program, and or FTA's Grants for Buses and Bus Facilities Competitive Program within five (5) years of the Plan completion date.

4) TIMEFRAME

The **DEPARTMENT** has a required time frame of two (2) years from the date this Agreement is executed by both parties to complete the Plan. It is important that **GOWAKE** provide necessary support and responses to the **DEPARTMENT** in a timely manner. Any delays on the part of **GOWAKE** may affect the ability of the **DEPARTMENT** to provide financial support for the Project.

5) FUNDING

The **DEPARTMENT** has allocated \$125,000 from FTA 5304 funds towards the

development of the Plan for **GOWAKE**. There are no cost responsibilities for **GOWAKE**.

GENERAL PROVISIONS

6) MOU

A. Entire MOU

This MOU between the parties includes the complete agreement as expressly set forth herein.

B. Authorization to Execute

The parties hereby acknowledge that the individual executing the MOU on their behalf is authorized to execute this MOU on their behalf and to bind the respective entities to the terms contained herein and that he has read this MOU, conferred with his attorney, and fully understands its contents.

C. MOU Modifications

Any modification to this MOU including, but not limited to, changes in scope, funding, or responsibilities will be agreed upon by all parties by means of a revised MOU or another acceptable written format agreed to by all parties.

D. Other Agreements

GOWAKE is solely responsible for all Memorandum of Agreements, Memorandum of Understandings, contracts, purchase orders and work orders entered into or issued by **GOWAKE** for this work. The **DEPARTMENT** is not responsible for any expenses or obligations incurred for the work under the terms of this MOU.

E. Funding Availability

All terms and conditions of this MOU are dependent upon and subject to the availability of funds for the purpose set forth in the MOU, and the MOU shall automatically terminate if funds cease to be available. The **DEPARTMENT** will promptly notify all parties if funding becomes unavailable.

7) INDEMNIFICATION OF DEPARTMENT

To the extent authorized by state and federal claims statutes, **GOWAKE** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **DEPARTMENT**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **DEPARTMENT** in connection with this Agreement. The **DEPARTMENT** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of **GOWAKE's** negligence and/or responsibilities under the terms of this agreement. Nothing herein shall be construed as a waiver of sovereign or governmental immunity. Any damages paid by Wake County pursuant to this Section shall be paid in accordance with and as limited by the Wake County 2003 Resolution Regarding Limited Waiver of Sovereign Immunity.

8) DEBARMENT POLICY

It is the policy of the **DEPARTMENT** not to enter into any MOU with parties that have been debarred by any government agency (Federal or State). By execution of this MOU, **GOWAKE** certifies that neither it nor its 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 Agency or department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

9) TITLE VI - CIVIL RIGHTS ACT OF 1964.

GOWAKE and **DEPARTMENT** shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

10) EQUAL EMPLOYMENT OPPORTUNITY

GOWAKE and **DEPARTMENT** shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection of training, including apprenticeship. **GOWAKE** shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this MOU.

11) AMERICANS WITH DISABILITIES ACT

GOWAKE and **DEPARTMENT** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation.

12) RESTRICTIONS ON LOBBYING

GOWAKE and **DEPARTMENT**, and their agents, including all contractors, sub-contractors, or sub-recipients, agree to comply with the requirements of Title 49 CFR Part 20, New Restrictions on Lobbying.

13) DRUG-FREE WORKPLACE

GOWAKE and **DEPARTMENT**, and their agents, including all contractors, sub-contractors, or sub-recipients agree to comply with Title 49 CFR Part 32.400, Drug-Free Workplace requirements.

14) GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor.

IN WITNESS WHEREOF, this **MEMORANDUM OF UNDERSTANDING** has been executed, in duplicate, the day and year heretofore set out, on the part of the DEPARTMENT and GOWAKE by authority duly given:

WAKE COUNTY

BY: _____

BY: _____

Name: Annemarie Maiorano, AICP

Name: Antonia Pedroza, MBA, MHA

TITLE: Deputy Director of Operations Services

TITLE: Interim Director, Wake County Health & Human

Wake County Health & Human Services

DATE: _____

DATE: _____

The person responsible for monitoring the contract performance requirements is Anita Davis.

Department Head Initials: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

56-6000347

Wake County

Remittance Address:

Contracts Administrator

Wake County Health & Human Services MD#112

PO Box 46833

Raleigh, NC 27620-6822

NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)