

Interlocal Agreement for Reimbursement of Transit Providers for Stored Value Fare Media

AGREEMENT AMONG THE PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION, THE CITY OF BURLINGTON, THE CITY OF GREENSBORO, THE CITY OF HIGH POINT, AND THE CITY OF WINSTON-SALEM.

For good and sufficient consideration, the receipt of which is hereby acknowledged, this Agreement is made and entered into as of the latest date signed below (“**Effective Date**”) by and among **The Piedmont Authority for Regional Transportation (“PART”), The City of Burlington (“LINK”), The City of Greensboro (“GTA”), The City of High Point (“HPTS”), and The City of Winston-Salem (“WSTA”)** named above (LINK, GTA, HPTS, and WSTA may be referred to collectively herein as the “**AGENCIES**”). PART, LINK, GTA, HPTS, and WSTA shall each constitute a Party to the Agreement and may be referred to collectively herein as the “**Parties.**”

Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government.

The governing bodies of each Party, finding that this Agreement is in the best interest of public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes.

Section 1: Purpose

The purpose of this Agreement is for PART to facilitate reimbursement for the use of the stored value fare products used as fare payment to board AGENCIES’ public transit services.

Section 2: Term

The term of this Agreement shall commence on the Effective Date and shall terminate on October 31, 2035, unless terminated earlier by any Party subject to the terms of Section 6.

Section 3: Operation

The responsibilities of PART and the AGENCIES with respect to the stored value fare products are as follows:

- **Fare Product and Fare Media Sales:** The AGENCIES will be responsible for the sales and distribution of stored value fare products and applicable stored value fare media to the public. The fare media for the stored value fare products include mobile devices capable of downloading, storing, and operating the Umo Mobility application, as it may be renamed from time to time, and reloadable smartcards for use with the contactless fare collection system (“SYSTEM”) deployed by AGENCIES.
- **Fare Collection:** Any passenger paying a fare with a stored value fare product shall provide the transit vehicle operator (“driver”) with an appropriate stored value fare product on the transit vehicles when boarding. The driver shall instruct the passenger in utilizing the SYSTEM upon request or as needed. The stored value product will be electronically validated by the

SYSTEM prior to the passenger boarding the transit vehicle. The SYSTEM will automatically deduct the appropriate fare from the passenger's stored value account.

- **Reimbursement:** Quarterly, PART will conduct a stored value reconciliation comparing stored value fare media sales by AGENCIES and stored value fare collection by AGENCIES. AGENCIES whose stored value fare media sales are less than ninety-five percent (95%) of stored value fare collection will be reimbursed for such amount necessary for ninety-five percent (95%) recovery. AGENCIES whose stored value fare media sales are in excess of ninety-five percent (95%) of stored value fare collection will be invoiced for such amount necessary to compensate other AGENCIES within thirty (30) days. Reimbursement will be proportional to the fare media sales above fare collection. Annually, following the availability of reporting from July 1 to June 30, an additional reconciliation will be completed considering the full period and prior transfers within thirty (30) days.

Section 4: Beneficiaries of Agreement

This Agreement is for the sole benefit of the Parties, and no individual, organization, group, firm, or other entity shall have any claim for benefits hereunder.

Section 5: Changes to Agreement

PART will notify the AGENCIES of any proposed changes to the stored value fare products, including any changes in the reimbursement rates, in writing sixty (60) days before such change goes into effect.

Section 6: Termination of Agreement

A Party may terminate this Agreement in whole at any time, by provision of ninety (90) days written notice to the other Parties, whenever, for any reason, the Party shall determine that such action is in its best interests. There is no cost for the termination of this Agreement; however, if the terminating Party continues to use the SYSTEM outside of this Agreement with PART and the other AGENCIES, the terminating Party will be solely responsible for any such costs to continue to use the SYSTEM separate and apart from PART and the other AGENCIES.

Section 7: Hold Harmless

To the fullest extent permitted by applicable law, each Party (referred to herein as the "Indemnifying Party") shall indemnify, protect, defend, and hold the other Parties and their officers, employees, and agents harmless from all liability, claims, or damages arising out of, caused by, or resulting from the Indemnifying Party's negligence in performing its obligations pursuant to this Agreement.

Section 8: Notices or Notification

Any notice required to be given in writing under this Agreement, or other notifications, shall be given to the parties at the following address:

Agency	Contact	Address
PART	Scott Rhine, CEO	107 Arrow Road, Greensboro, NC 27409
City of Burlington	John Andoh, Transit Manager	234 East Summit Avenue, Burlington, NC 27215
City of Greensboro	Reginald Mason, Transit Director	223 West Meadow View Road, Greensboro, NC 27406
City of High Point	Greg Venable, Transportation Director	211 South Hamilton Street, High Point, NC 27260
City of Winston-Salem	Kelly Garvin, Assistant Director of Transportation	P.O. Box 2511, Winston-Salem, NC 27102

Section 9: Miscellaneous

A. Entire Agreement, Conflicting Provisions. This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any exhibit, attachment, or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.

B. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

C. Modification, Severability, No Waiver. The Agreement may be modified, amended, or supplemented only by an agreement in writing signed by each Party hereto. The invalidity of one or more phrases, sentences, clauses, or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated. Any failure by a Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

D. Governing Law, Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of North Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. To the extent permitted by applicable law, if any suit, action, or other legal or administrative proceeding is instituted or commenced by a Party hereto against another Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

E. No Joint Venture. This Agreement shall not, under any circumstances, be construed to make the Parties partners, joint venturers, or parties to similar relationships with each other.

F. City of Greensboro Conflict of Interest: The Contractor certifies that it does not and will not employ in any capacity, any employee, officer, or elected or appointed official of the City of Greensboro, or their respective spouse, who will obtain a direct financial benefit from this Contract and:

- a. has any oversight or responsibility in administering this Contract on behalf of the City; or
- b. participates in the negotiating, making, or otherwise influences the execution of this Contract.

Unless otherwise directed by law, a violation of this provision provides only the City the option to void this Contract or take other appropriate measures that may be available regarding the employee, officer, or elected or appointed official.

G. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

PART:

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____

Name: Scott W. Rhine

Title: CEO/General Manager

Date: _____

LINK:

CITY OF BURLINGTON

By: _____

Name: Bob Patterson

Title: City Manager

Date: _____

GTA:

CITY OF GREENSBORO

By: _____

Name: Trey Davis

Title: City Manager

Date: _____

HPTS:

CITY OF HIGH POINT

By: _____

Name: Tasha Logan Ford

Title: City Manager

Date: _____

WSTA:

CITY OF WINSTON-SALEM

By: _____

Name: W. Patrick Pate

Title: City Manager

Date: _____