

**INTERLOCAL AGREEMENT FOR APEX PLEASANT PARK ACCESS STUDY BETWEEN  
THE**

**TOWN OF APEX**

**and the**

**CAPITAL AREA METROPOLITAN  
PLANNING ORGANIZATION (CAMPO)**

**THIS INTERLOCAL AGREEMENT** (“Agreement”), is made and entered into on the last date executed below by and between the Town of Apex, a N.C. municipal corporation, (“Apex”) and the Capital Area Metropolitan Planning Organization, a metropolitan transportation planning organization, (“CAMPO”) (collectively, the “Parties”).

**BACKGROUND AND RECITALS:**

**WHEREAS**, the U.S. Congress has mandated the establishment of Metropolitan Planning Organizations (MPOs) to encourage and promote the safe and efficient management and operation of surface transportation systems. 23 U.S.C. § 134 (a) (1)-(2), to wit:

*“(a) Policy.-It is in the national interest-*

*(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and*

*(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).”*

23 U.S.C. § 134 (a) (1)-(2)

**WHEREAS**, CAMPO has been established and exists under the authority and mandate of Article 16 of Chapter 136 of the North Carolina General Statutes; and

**WHEREAS**, pursuant to the above referenced federal and State laws, CAMPO has the authority and responsibility for development of multi-modal transportation plans (including plans for pedestrian and pedestrian transportation facilities); and

**WHEREAS**, CAMPO will enter into a contract with, Vanasse Hangen Brustlin, Inc. (“Consultant”), in partnership with the Town of Apex to perform an Apex Pleasant Park Access Study (or the “Study”) with a view toward identifying one or more preferred alternatives to facilitate additional multimodal connection to Pleasant Park through a comprehensive analysis of up to five alternatives.

**WHEREAS**, the Apex Pleasant Park Access Study contract will be entered into for FY 26 and FY27 and submitted in final form to CAMPO and the Town of Apex; and

**WHEREAS**, the Apex Pleasant Park Access Study will develop feasible alternatives to achieve additional access into Pleasant Park in Apex, NC (“Park”). The study will include planning level cost estimates, stakeholder engagement, and a recommended implementation strategy; and

**WHEREAS**, the Town of Apex and CAMPO have made funding commitments to the Study, and they desire to formally acknowledge their respective funding commitments and assignment of coordination and implementation responsibility to CAMPO.

**NOW, THEREFORE**, for the consideration set forth herein, the mutual agreements set forth below, and other good and valuable considerations, the Parties agree as follows:

## **I. BACKGROUND AND PURPOSE.**

The Parties acknowledge their mutual support for continued planning, project management, and related work for the Study. To this end, the Parties desire to affirm their respective financial and other commitments to the Study.

## **II. APEX PLEASANT PARK ACCESS STUDY SCOPE**

The Parties acknowledge and agree that the Apex Pleasant Park Access Study contract entered into between Consultant and CAMPO should include the work elements set forth below.

The Consultant’s fee for the Study shall be the sum of one hundred fifty thousand dollars (\$150,000.00). This cost will cover 100% of the Study’s elements, including the following:

To study the feasibility of improving multimodal access to the park by way of an additional access point(s), the MPO seeks the following tasks to be performed by a professional consultant or firm. The consultant will evaluate up to five (5) potential multimodal access alternatives, with the intent of identifying a single recommended connection or series of connections for further analysis.

Tasks and Outcomes expected under this project include:

- Preparing a detailed work plan and schedule, including a specific public and stakeholder engagement plan, to guide project implementation and administration.
- Refining a study area in coordination with the client and consultant team.
- Reviewing relevant plans such as, but not limited to, the Western Big Branch Area Plan, the Apex Transportation Plan, Peak Plan 2055 (currently underway), the CAMPO Blueprint for Safety (multimodal safety design elements), the 2055 Metropolitan Transportation Plan (MTP), and any relevant NCDOT requirements.
- Coordinating regular meetings with a Core Technical Team (CTT) comprised of staff from CAMPO, the Town of Apex, NCDOT Turnpike Authority, NCDOT Division 5, and railroad stakeholders. The consultant will prepare meeting agendas, summaries, and materials for all CTT meetings.
- Coordinating with Wake County and Holly Springs staff as project stakeholders.
- Defining the purpose and need for the project
- Identifying and analyzing up to five potential new access connections to the park (see Figure 1), and evaluating their ability to address the defined purpose and need.
- Considering factors such as current and projected traffic volumes, the park master plan, study area geography, conceptual planning-level design, multimodal safety, environmental features, property acquisition, and other considerations as identified by the CTT.
- Supporting the narrowing of alternatives in coordination with the CTT, and preparing a planning-level cost estimate and implementation strategy for the recommended alternative(s) only. Functional or preliminary design is not expected under this scope.
- Preparing appropriate public and stakeholder engagement materials, including but not limited to flyers and handouts (digital/paper), postcard mailers, pamphlets, website and e-newsletter content, yard signs, and digital graphics. Consultants will participate in select stakeholder and/or public engagement activities to provide technical expertise, while logistics and support staffing will be primarily resourced by the client.
- Preparing all agendas and presentations, and leading two community meetings.
- Preparing and delivering presentations at two Planning Board meetings, two Town Council meetings, and up to two MPO TCC and Executive Board meetings.

This project will be guided by a CTT of staff from CAMPO, the Town of Apex, NCDOT Turnpike Authority, NCDOT Division 5, railroad stakeholders, and other key stakeholders. It is anticipated that this committee will meet monthly as needed throughout the study. The consultant project manager will also convene bi-weekly with the CAMPO project manager and Apex project administrator for project management check-ins. The consultant will be responsible for preparing and leading all meeting agendas, materials, and summaries.

Deliverables for this effort include:

- Preparation for and documentation of all project and CTT meetings.
- Agendas, meeting summaries, and materials for up to 12 CTT meetings.
- Editable engagement material files, including content suitable for social media, web postings, email communications, in-person events, and other outreach methods.
- Documentation of all analysis parameters used to evaluate each potential connection.
- GIS files, static and interactive maps, and all design files associated with the project.

- A planning-level cost estimate and implementation strategy for the recommended alternative(s) only.
- A final report and associated executive summary in editable formats.
- Presentation materials suitable for the Town Planning Board, Town Council, and MPO TCC and Executive Board meetings.
- Administrative documents including the project work plan and schedule, public and stakeholder engagement plan, invoices, and progress reports for billing.
- Administrative documents including project work plan and schedule, public and stakeholder engagement plan, invoices and progress reports for project billing.

The Study is summarized, and costs broke down according to category in Attachment 1: Pleasant Park Access Study Scope and Fee.

### **III. CAMPO AS LEAD AGENCY FOR STUDY**

The Town of Apex and CAMPO acknowledge and agree that CAMPO should be the entity to coordinate and lead the Study. CAMPO acknowledges and agrees that, subject to approval by the CAMPO Executive Board, it is willing to serve as the lead agency for the Apex Pleasant Park Access Study.

CAMPO shall engage the Town of Apex throughout the Study, providing specific and sufficient opportunities to:

- Review the scope of services between CAMPO and the Consultant
- Provide data to inform the study
- Review plans for stakeholder engagement
- Review all deliverables

### **IV. FINANCIAL PROJECT COMMITMENTS BY THE TOWN OF APEX.**

In recognition of the Study cost of \$150,000.00, the Town of Apex and CAMPO are willing to make the following funding commitments in support of planning costs identified in the Study as follows:

- Apex has budgeted the sum of seventy-five thousand dollars (\$75,000.00), to defray the costs of the Study contract.

-As approved by formal action of its Board of Directors, CAMPO agreed to commit the sum of seventy-five thousand dollars (\$75,000.00) to defray the costs of the Study contract.

### **V. INCORPORATION OF THE APEX PLEASANT PARK ACCESS STUDY PROJECT INTO THE UPWP**

In furtherance of the Project, the Parties acknowledge that the Apex Pleasant Park Access Study has been incorporated into CAMPO’s adopted *FY26* Unified Planning Work Program (“UPWP”). CAMPO

shall accordingly take all steps necessary and appropriate to advance, support, and carry forward the Apex Pleasant Park Access Study Project.

## **VI. COMMUNICATIONS; CONTACTS**

CAMPO will regularly communicate with the Town regarding the Apex Pleasant Park Access Study, including contracts entered into, progress made, and work performed on the specific project elements enumerated in Article II hereof. CAMPO will also ensure Apex receives a full and complete copy of the Study.

For purposes of such communications, including notices to be given under terms of this Agreement, the Parties have designated the following contact persons and/or entities:

FOR CAMPO:

Caleb Allred,  
Senior Transportation Planner  
One Main St. Fenton, Suite 201  
Cary, NC 27511

FOR THE TOWN OF APEX:

Shannon Cox  
Long Range Planning Manager  
Planning Department, Town of Apex  
PO Box 250  
Apex, NC 27502

## **VII. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES**

Anticipating that a contract for the Study will be entered into between CAMPO and Consultant. it is acknowledged and agreed as follows:

- A. CAMPO has ensured that a qualified firm is obtained through an equitable selection process, so that the prescribed work is properly accomplished, in a timely manner, and at a just and reasonable cost.
- B. CAMPO will take appropriate steps to ensure that, with respect to the Study contract and performance of all work associated therewith, Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-

1104; and the U.S. Department of Transportation's Policies and Procedures for Major Professional or Specialized Services Contracts, will be adhered to.

C. CAMPO is responsible for the administration of all agreements, contracts, and work orders entered into or issued for the Study.

D. CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs and financial obligations incurred under this Agreement. Further, CAMPO shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the term of this Agreement, and for three (3) years from the date of payment of the final vouchers for services or other expenses incurred by CAMPO in fulfillment of the Study. All funds received by CAMPO for, and to be applied to costs of, the Study shall be maintained in a designated project fund balance. All such funds will be held and managed in accordance with the budgeting, fiscal control, and accounting standards applicable to units of local government in North Carolina, including compliance with requirements for annual, or more frequent, audits.

## **VIII. FUNDING PROCEDURES**

A. CAMPO shall bill Apex for a lump sum once the Consultant has completed and provided invoice(s) for \$75,000.00 of eligible Study costs by submitting an itemized invoice to the TOWN OF APEX (Apex.Invoices@apexnc.org). Proper supporting documentation shall accompany the invoice as may be required by Apex.

B. Apex shall reimburse CAMPO for the invoice within thirty (30) days of receipt of invoice by Apex.

## **IX. TERM OF AGREEMENT; AMENDMENT; APPOINTMENT OF PERSONNEL**

A. Term. This Agreement shall be effective as of the date it is duly executed by all the Parties. Unless terminated sooner, it shall expire on June 30, 2027, or at the conclusion of the Study, whichever is earlier. This Agreement may be terminated by any party after such notice is given, upon six months' notice given in writing prior to the start of the fiscal year in which termination is effective. Notwithstanding the termination date heretofore established, the Parties' obligations to contribute to the cost of the Study shall survive the termination of this Agreement unless both Parties mutually agree to terminate the Study and its associated costs.

B. Amendments. This Agreement may be amended from time to time upon mutual consent of the respective governing bodies of the Parties expressed in writing.

C. Appointment of Personnel. It is agreed that the duly authorized officer executing this Agreement on behalf of his or her respective Party, shall designate persons to carry out the respective Party's obligations under this Agreement.

## **X. MISCELLANEOUS**

A. Available Funds Condition. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement, and the Agreement shall automatically terminate if funds cease to be available. By executing this Agreement, the Parties acknowledge that at the time of the signing, the funds required by the terms of this Agreement are available and allocated to the Study.

B. Acknowledgment of Authority. All Parties hereby respectively confirm that the individuals executing the Agreement are authorized to execute this Agreement and to bind the respective entities to the terms contained herein. All Parties confirm they have read this Agreement, conferred with counsel, and fully understand its contents.

C. Merger and Severability. This Agreement supersedes any and all prior agreements or understandings, oral or written, among the Parties, and shall comprise the whole agreement regarding any agreements or undertakings with respect to the subject matters addressed hereunder. In the event any provision hereof shall be adjudicated to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and this Agreement is accordingly declared to be Severable.

D. Governing Law. This Agreement shall be interpreted under the laws of the State of North Carolina, with venue in Wake County, resolving any ambiguities and questions regarding the validity of specific provisions, so as to give maximum effect to the values and purposes sought to be set forth herein.

E. E-Verify. The Parties herein have complied 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 the Parties' knowledge, any subcontractor employed by a contractor 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.

F. IRAN DIVESTMENT ACT CERTIFICATION. The Parties herein certify that, as of the date listed below, neither is on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, the Parties shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

G. NON-DISCRIMINATION. To the extent permitted by law, the Parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The Parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

H. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with Apex's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

In witness thereof, the Parties, by their authorized agents, affix their signatures and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2026.

**THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”**

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

ATTEST:  
By: \_\_\_\_\_  
Susan A. Owens, Office Manager



**TOWN OF APEX**

\_\_\_\_\_  
Randal E. Vosburg, Town Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jon Griffin, Finance Director

\_\_\_\_\_  
Date

Attachment 1: Pleasant Park Access Study Scope and Fee

**APEX PLEASANT PARK ACCESS STUDY VANASSE HANGEN BRUSTLIN, INC. and CAMPO  
Contract**