

**JOINT AGENCY AGREEMENT (“MASTER AGREEMENT”)**

**Between**

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY, CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, COUNTY OF WAKE, CITY OF RALEIGH, TOWN OF CARY, TOWN OF APEX, TOWN OF FUQUAY-VARINA, TOWN OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF MORRISVILLE, TOWN OF ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF ZEBULON, NORTH CAROLINA STATE UNIVERSITY, AND RESEARCH TRIANGLE PARK FOUNDATION**  
**(Hereinafter referred to as the Municipalities, the Agencies and the County)**

**WITNESSETH:**

**WHEREAS**, the Parties to this Agreement, who have or may have specific roles in the implementation of public transit in the Wake County area, have determined that it is in their best interest to coordinate public transit planning, funding, expansion and construction; and

**WHEREAS**, North Carolina General Statute (HB148), Section 105-505, provides that:

“This Article gives the counties and transportation authorities of this State an opportunity to obtain an additional source of revenue with which to meet their needs for financing local public transportation systems. It provides them with authority to levy sales and use taxes.”

and Section 105-510.6 states that:

“A transportation authority may not levy a tax unless (1) It operates a public transportation system. (2) It has developed a financial plan and distributed it to each unit of local government located within its territorial jurisdiction....An interlocal agreement between the transportation authority and all the counties in the special district may require periodic review and approval of the financial plan;”

**WHEREAS**, on November 8, 2016, the Voters of Wake County approved an advisory referendum for the purpose of levying an additional one-half percent (½%) sales and use tax for transit, the results of which have been certified; and

**WHEREAS**, a strategic transit vision document that sets forth an enhanced transit plan for Wake County commonly named and referred to as the “*Wake County Transit Plan*” (“Wake Transit Plan”) was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization’s Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

**WHEREAS**, the Wake County Transit Financial Plan (“Wake Transit Financial Plan”) was developed to guide funding and implementation of the Wake Transit Plan, which was concurrently unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization’s Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

**WHEREAS**, contingent on the outcome of the advisory referendum before the voters of Wake County, the Wake County Board of Commissioners indicated it would consider levying additional taxes that were detailed in the Wake Transit Plan and presented in the Wake Transit Financial Plan, such as a seven dollar (\$7.00) county vehicle registration tax (“Wake County \$7.00 Vehicle Registration Tax”) in accordance with N.C.G.S. § 105-570; and

**WHEREAS**, revenues derived from the new Wake County \$7.00 Vehicle Registration Tax are identified within the Wake Transit Plan and the Wake Transit Financial Plan as an additional funding source that will be dedicated to support the implementation of the Wake Transit Plan; and

**WHEREAS**, Wake County, GoTriangle, and the Capital Area Metropolitan Planning Organization (CAMPO) have adopted the *Wake Transit Governance Interlocal Agreement* (“Governance ILA”) that specifically details that all funds collected in Wake County from all available revenue sources identified as Wake County Tax Revenues shall be distributed directly to the Triangle Tax District and be reported in the Wake Transit Major Operating Fund that is separate and distinct from other funds; and

**WHEREAS**, the Governance ILA states that the parties shall enter into Agreements to deliver Implementation Elements as identified within the Wake Transit Work Plan; and

**WHEREAS**, the Governance ILA provides in Section 8.02 that:

“parties must enter into and execute a master joint agency operations agreement that commits the transit agencies to implementing all projects contained within the Wake County Transit Plan and that lays out provisions ensuring cost-effective delivery of operating projects, minimum service standards, and any other provisions ensuring operating projects funded with Wake County Tax Revenue and Wake Transit Plan Revenue are carried at a level of quality and efficiency consistent with transit operations best practice conventions;” and

**WHEREAS**, it is the desire of these agencies that a continuing, cooperative governance structure be established to oversee the efficient implementation of public transit services and projects as directed by the Governance ILA; and

**WHEREAS**, the Parties to this Agreement desire to provide a structure for the process that will direct the allocation of funds and the implementation of the Wake County Transit Plan; and

**WHEREAS**, Wake County, City of Raleigh, Town of Cary, Town of Wake Forest, City of Durham, and GoTriangle intend to enter into an Interlocal Agreement in early January 2017 whereby they will direct that the funds collected by the North Carolina Division of Motor Vehicles (NCDOT-DMV) in association with the new Wake County \$7.00 Vehicle Registration Tax be remitted directly to the Triangle Tax District, administered by GoTriangle for implementation of the Wake County Transit Plan and services.

**NOW THEREFORE**, the following **Joint Agency Agreement** is made:

### **Article I. Purpose, Objectives and Goals**

Section 1.01 Purpose - The parties to this agreement understand the need to set expectations for future and further agreements and agree to efficient implementation of public transit services and projects as directed by the strategic transit vision document referred to as the Wake County Transit Vision Plan.

Section 1.02 Objectives. The parties to this agreement envision public transit decision making and implementation that is:

- (a) Representative – That decision-making structures are most effective with the input and/or participation of varied and diverse agencies.
- (b) Inclusive – That decision-making structures encourage participation of all of those impacted by decision-making.
- (c) Responsive – That decisions are influenced by demonstrated needs.
- (d) Open and Transparent – That reporting is accessible and clearly communicates important aspects of the effort.
- (e) Accountable – The decision-making structures clearly define which agencies are responsible for tasks and efforts.

Section 1.03 Goals - The parties to this agreement agree that transit decision making and implementation should meet the following goals.

- (a) To implement projects that are consistent with the Wake County Transit Vision Plan as adopted and as updated.
- (b) To ensure robust and transparent discussion.
- (c) To balance the ideas of service and coverage as illustrated in the Wake County Transit Vision Plan.
- (d) To maintain the fiscal health of the system.
- (e) To meaningfully tie transit investment to local decisions and trends.

## **Article II. Membership**

Section 2.01 The eligible parties to this Joint Agency Agreement are at least partially located within the jurisdiction of Wake County. All parties who enter into this Agreement do so in order to help execute the adopted Wake Transit Plan and subsequent annual Wake Transit Work Plans. All parties shall be bound to the contractual guidelines set out herein and in subsequent contracts between the parties. Any and all of these parties are eligible to enter into this agreement at any time following the amendment procedures detailed in Section 9.02 of this agreement.

- (a) The eligible parties are as follows: RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY, CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, COUNTY OF WAKE, CITY OF RALEIGH, TOWN OF CARY, TOWN OF APEX, TOWN OF FUQUAY-VARINA, TOWN OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF MORRISVILLE, TOWN OF ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF ZEBULON, NORTH CAROLINA STATE UNIVERSITY, AND RESEARCH TRIANGLE PARK FOUNDATION.

## **Article III. TRANSIT PLANNING ADVISORY COMMITTEE (“TPAC”)**

Section 3.01 As per the Governance ILA, the Wake County Transit Planning Advisory Committee (“Transit Planning Advisory Committee” or “TPAC”) has been established to carry out the responsibilities enumerated in this Article. The TPAC shall be the body that coordinates planning and implementation aspects of the Wake County Transit Work Plan and shall serve in a structured advisory role to the CAMPO Executive Board and GoTriangle Board of Trustees.

Section 3.02 As per the Governance ILA, the initial membership of the TPAC shall be comprised of two (2) staff members appointed by each of the Governance ILA Parties (“ILA Party Members”), two (2) staff members appointed by the Town of Cary, two (2) staff members appointed by the City of Raleigh, one (1) staff member appointed by each of the municipalities of Apex, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, and Zebulon and one (1) staff member appointed by North Carolina State University, collectively (“Non-ILA Party Members”). Appointment to the TPAC shall be by action of the designated authority of each member.

Section 3.03 As per the Governance ILA, TPAC membership shall include any agency or groups the initial members of TPAC may deem necessary to fully execute the responsibilities outlined herein. When determining regular membership, the initial members of the TPAC should take into consideration various required skill sets, specifically in local planning, budgeting, finance, project construction and operations.

Section 3.04 The TPAC has been charged with the development or delegation to a Party as lead agency of the following:

- (a) Wake County Transit Work Plan, including all of its separate elements defined in Section 2.41;
- (b) Detailed elements of a Multi-Year Service Implementation Plan;
- (c) Staffing model and staffing expectations plan, including requested consideration of any costs associated with additional staff required to administer the Wake County Work Plan;
- (d) Program management policy and plan for the Community Funding Areas identified in the Wake County Transit Plan;
- (e) Templates containing minimum standards for project and financial reports for the Wake Transit Major Funds and others to follow (first version by October 1, 2016);
- (f) Project prioritization policy that guides the development of the CIP and longer term operating program and annual budgets;
- (g) Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- (h) Multiyear vision plan;
- (i) An articulated strategy for each Implementation Element or agreement, which shall include scope, geography, purpose and goals, processes for allowing amendments, and processes for addressing Significant Concerns. Very detailed strategies shall be developed for capital/infrastructure projects exceeding \$1,000,000; and
- (j) An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with the deliverables set forth in a, b, d, f, g, and h.
- (k) The TPAC may add to the list of enumerated responsibilities by its internal deliberation processes; however, the TPAC may not exclude any responsibility from this list without approval of all Parties to this Agreement.

Section 3.05 The TPAC may, by vote or by other mechanism allowed in its bylaws, assign the creation and maintenance of certain documents for which it is responsible to Parties or TPAC members. However, the TPAC shall not delegate its responsibility to review and present documents and products which are defined in Section 3.04 as TPAC responsibilities. All documents related to the duties of Section 3.04 produced on behalf of the TPAC must be reviewed by TPAC prior to release.

Section 3.06 All Parties to this Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of any and all books, records, electronic files, agreements, minutes, and other writings and work products related to the operation and day-to-day business of the TPAC.

#### **Article IV. Responsibilities**

Section 4.01 The parties to this agreement commit to implementing the projects contained in the adopted Wake County Transit Plan, as may be amended or updated from time to time, and annual Wake Transit Work Plan, as defined in the Governance ILA, while ensuring the establishment of provisions for the cost-effective delivery of operating projects and minimum service standards to be set forth in additional subsequent agreements.

Section 4.02 The parties hereby agree that they will enter into additional agreements as outlined in Article VIII of the Governance ILA in order to ensure that any operating projects funded with Wake County Tax Revenue and Wake Transit Plan Revenue are carried out at a level of quality and efficiency consistent with transit operations best practice conventions.

Section 4.03 All Wake County Tax Revenue generated and collected shall be remitted to the newly created Triangle Tax District, Wake Operating Fund solely for the purpose of implementing the adopted Wake Transit Plan, as may be amended or updated from time to time.

Section 4.04 No funds will be distributed to or on behalf of any Municipality, Agency, County, etc. that is not a party to this Joint Agency Agreement.

Section 4.05 All Projects will be implemented in accordance with all applicable federal requirements.

Section 4.06 The parties to this Agreement note that all municipalities with jurisdiction in Wake County and which provide public transportation services would receive a pro rata share of the funds collected from the Wake County \$7.00 Vehicle Registration Tax pursuant to G.S. 105-570( C). By Execution of this Agreement, all parties and any other parties added to the Agreement, by future amendment, hereby signify their consent to forego the direct receipt of any said funds. Upon execution of this Agreement, NCDOT - DMV is authorized to distribute all funds collected from the Wake County \$7.00 Vehicle Registration Tax directly to GoTriangle, on behalf of the Triangle Tax District.

Section 4.07 Community Funding Areas, as defined in the adopted Wake Transit Plan as those localities in Wake County where additional transit services can be provided with joint participation and funding from the local government(s) and/or Research Triangle Park, shall be managed in accordance with the Community Funding Areas Program Management Plan developed by the TPAC.

Section 4.08 Transit Service Providing Entities, meaning any municipality or agency that directly or through contract provides public transportation services in Wake County, including but not limited to the Town of Cary, City of Raleigh, Wake County, and GoTriangle (when functioning as a transit provider), shall participate in the implementation of the adopted Wake County Transit Plan at a minimum as follows:

- (a) shall provide staff to serve on the TPAC;
- (b) shall enter into Capital Funding Agreements and Operating Agreements to deliver Implementation Elements as identified within the Wake Transit Work Plan;
- (c) shall provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
- (d) shall perform any other responsibility consistent with statutory authority and the terms of this Agreement.

Section 4.09 Non-Transit Service Providing Municipalities, meaning any municipality located in Wake County that does not provide public transportation services, shall participate in the implementation of the adopted Wake County Transit Plan at a minimum as follows:

- (a) shall provide staff to serve on the TPAC;
- (b) shall enter into Capital Funding Agreements to deliver Implementation Elements as identified within the Wake Transit Work Plan;
- (c) shall provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
- (d) shall perform any other responsibility consistent with statutory authority and the terms of this Agreement.

### **Article V. Subsequent Agreements**

Section 5.01 Each project to be carried out under the adopted Wake Transit Plan and annual Wake Transit Work Plans shall require additional Agreement (s) between the Municipality, Agency, or County and GoTriangle and CAMPO, if applicable, as required by Sections 8.01 and 8.02 of the Governance ILA, in order to implement the project(s) or logical grouping of projects that is/are outlined and proceeding. These additional Agreement(s) will include, but are not limited to, the following provisions:

- (a) Minimum Service Standards and Characteristics: In the subsequent Agreement(s), standards for elements such as stops, frequency, span, service productivity and headways will be defined.
- (b) Cost-effective Service Delivery Provisions
- (c) Transit Service Area
- (d) A Public Outreach and Engagement Plan
- (e) Operating and Financial Reporting Requirements necessary for GoTriangle and CAMPO to compile the comprehensive annual financial report, Quarterly Financial Reports, annual wake transit report, and Quarterly Status Reports per the Governance ILA
- (f) Project(s) relationship to the applicable adopted Wake Transit Plan, as may be amended or updated from time to time, and Annual Wake Transit Work Plan(s)

Section 5.02 As per the Governance ILA for each Capital Project or a group of projects under a Master Agreement appropriated in the annual Capital Project Ordinance, a Capital Project Funding Agreement is required. This Capital Project Funding Agreement shall set forth at a minimum:

- (a) Technical project description with anticipated project performance characteristics;
- (b) Project implementation schedule and milestones;
- (c) Detailed revenue and expenditure projections by fiscal year;
- (d) Reporting requirements;
- (e) Plan for return of funds if project fails;
- (f) Audit provisions;
- (g) Allocation of matching funds for local systems if applicable;
- (h) If project is debt funded, provisions for addressing any items required for title, debt covenants, or other related items;
- (i) A provision that the designated sponsor must as a condition of the agreement undertake and complete any projects already under contract to complete with no supplantation of funding;
- (j) Public involvement and engagement expectations.
- (k) Reporting requirements;
- (l) Method for termination;
- (m) Issue resolution process; and
- (n) Audit provisions

Section 5.03 If any such capital or infrastructure project covered by a capital funding agreement or Master Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104, CAMPO shall be a party to the agreement.

Section 5.04 As per the Governance ILA for each Implementation Element of the Wake County Work Plan funded in the Annual Operating Budget, an Operating Agreement is required. The Operating Agreement shall set forth at a minimum:

- (a) Description of operations;
- (b) Allocation of costs and funding sources consistent with multi-year operating program and annual operating budget amounts;
- (c) Minimum annual service performance evaluation method;
- (d) Respective roles of parties and transit agencies in the provision of the projects and services outlined;
- (e) Issue resolution process;
- (f) Method for termination;
- (g) All Federal Transit Administration required certifications and assurances in accordance with 23 U.S.C. 134, 29 U.S.C. 623, 42 U.S.C. 2000, 42 U.S.C. 6102, 42 U.S.C. 12112, 42 U.S.C. 12132, 49 U.S.C. 5303; 49 U.S.C. 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.;
- (h) Reporting requirements; and
- (i) Public involvement and engagement expectations.

Section 5.05 If any such operating project covered by an Operating Agreement or Master Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO, or regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104, CAMPO shall be a party to the agreement.

## **Article VI. Definitions**

Section 6.01 The following terms used in this Agreement are defined here: NOTE: Once this agreement is in a more final form, definitions of terms within the agreement and others such as relevant NTD definitions (which can be found at <https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>) will be added as needed. Definitions from the Governance ILA will be included. A draft list of definitions is in progress.

## **Article VII. Supplantation/Supplementation**

Section 7.01 As of the effective date of this Agreement, N.C.G.S. § 105-508.2 and N.C.G.S § 105-564 requires that the net proceeds of the special tax district be used only to supplement and not to supplant or replace existing funds or other resources for public transportation systems.

It is the intent of the parties of this Agreement to comply with these requirements and obligations of North Carolina law. To that end, Exhibit A to this Agreement contains the listing of existing funds, broken down by source, and other resources for the public transportation system provided by each of the parties within the area of the special district for fiscal year (FY) 2016. Exhibit A will provide the parties the necessary information to comply with the legal requirements expressed in the paragraph above. Notwithstanding the above, nothing herein shall obligate any party to subsidize public transportation systems for which funds and other available resources have been eliminated, reduced, or are otherwise unavailable.

## **Article VIII. Administrative Distribution of the Wake County Transit \$7 Vehicle Registration Fee**

Note: This section (below, in blue) is included to mirror the \$7 Vehicle Registration Fee ILA. It will be updated with final language from that document once it is completed.

Section 8.01 **Allocation of Funds.** In lieu of the allocation of funds prescribed on a per capita, pro rata basis per G.S. 105-570, the Parties desire for NCDOT-DMV to remit all funds derived from the Wake County \$7.00 Vehicle Registration Tax directly to the Triangle Tax District, administered by GoTriangle, for the collective management of the funds and all other “Wake County Tax Revenue” as defined by the Governance ILA and identified within the Wake Transit Plan and Wake Transit Financial Plan. As such, it is not necessary for the Parties to calculate the allocation of funds on a per capita basis as all funds collected from the Wake County \$7.00 Vehicle Registration Tax will be combined with all other Wake County Tax Revenue sources identified in the Governance ILA and Wake County Financial Plan.

**Section 8.02 Remittance of Tax Funds to the Wake County Transit Plan.** The parties to this Agreement note that all municipalities with jurisdiction in Wake County and which provide public transportation services would receive a pro rata share of the funds collected from the Wake County \$7.00 Vehicle Registration Tax pursuant to G.S. 105-570(c). By execution of this Agreement, all parties and any other parties added to the Agreement by future amendment, hereby signify their consent to forego the direct receipt of any said funds. Upon execution of this Agreement, DMV is authorized to distribute all funds collected from the Wake County \$7.00 Vehicle Registration Tax directly to Triangle Tax District in accordance with Section 8.01, above.

**Section 8.03 Expenditure of Funds.** All funds derived from the Wake County \$7.00 Vehicle Registration Tax shall be expended by the Triangle Tax District, of which GoTriangle is the administrator, solely in accordance with the Wake County Transit Work Plan as defined in Section 2.41 of the Governance ILA. GoTriangle shall exercise its functions (receiving and expending all funds derived from the Wake County \$7.00 Vehicle Registration Tax) with all the powers, duties, and obligations that each of the Parties would have.

## **Article IX. Term and Amendment**

**Section 9.01 Term.** This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties and shall continue until November 30, 2041, which shall be automatically extended for successive ten (10) year terms unless terminated in accordance with Section 9.04 of this Agreement.

**Section 9.02 Amendment.** This Agreement may be amended to add parties or to change content. An amendment to add a party, specifically a Wake County municipality listed in Section 2.01 of this agreement, shall not require the agreement of the other parties. If any Party desires to amend the content of the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties per the Notice provisions contained herein. If the Parties agree to the proposed amendment, then the amendment shall be effected by entering a written amendment to the Agreement.

Section 9.03 **Material Breach.** In the event that any Party violates a responsibility, duty, or assumption stated in any of the documents referenced herein, the other Party(ies) shall give written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof, any non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled as a result of said breach. In the event of a non-material breach of the Agreement, the termination procedure set forth below shall apply.

Section 9.04 **Termination upon one (1) year's notice.** Any Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the effective termination date.

Section 9.05 **Bankruptcy/Insolvency Special Provisions.** If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such party and remains undischarged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure, and the other Party(ies) may terminate effective immediately.

Section 9.06 **Cooperation Provisions.** In the event of a termination, the terminating Party shall not be relieved of any existing and unperformed obligations up until the effective date of termination, and the Agreement shall remain in effect as to the non-withdrawing Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the intent and purpose of the Agreement can be accomplished by executing any Amendments deemed necessary and/or adding any parties deemed necessary to perform the executory obligations of the withdrawing Party.

Section 9.07 **Notice.** Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For GoTriangle: GoTriangle  
General Manager  
PO BOX 13787  
Research Triangle Park, NC 27709

With a copy to: GoTriangle  
General Counsel  
PO Box 13787  
Research Triangle Park, NC 27709

For CAMPO: Capital Area Metropolitan Planning Organization  
Executive Director  
One City Plaza  
421 Fayetteville Street, Suite 203  
Raleigh, NC 27601

**Article X. Ratification**

In witness whereof, the parties of the Memorandum of Understanding have been authorized by appropriate and properly executed resolutions to sign the same, Research Triangle Regional Public Transportation Authority by its Chair, Capital Area Metropolitan Planning Organization by its Chair, County of Wake by its Chairman of the Board of Commissioners, City of Raleigh by its Mayor, Town of Cary by its Mayor, Town of Apex by its Mayor, Town of Fuquay-Varina by its Mayor, Town of Garner by its Mayor, Town of Holly Springs by its Mayor, Town of Knightdale by its Mayor, Town of Morrisville by its Mayor town of Rolesville by its Mayor, Town of Wake Forest by its Mayor, Town of Wendell by its Mayor, Town of Zebulon by its Mayor, North Carolina State University by its \_\_\_\_\_, Research Triangle Park Foundation by its Chair, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**[SIGNATURE PAGES TO FOLLOW]**