

**MEMORANDUM OF UNDERSTANDING FOR THE SUB-ALLOCATION OF FEDERAL
TRANSIT ADMINISTRATION GRANTS TO THE
CHARLOTTE NC-SC URBANIZED AREA STATE OF NORTH CAROLINA**

This Memorandum of Understanding (“MOU”) is made this ____ day of _____, 2021, by and between the **City of Charlotte**, a municipal corporation existing under the laws of the State of North Carolina (“Charlotte”); **Mecklenburg County, North Carolina** (“Mecklenburg County”); **Union County, North Carolina** (“Union County”); **Iredell County, North Carolina** (“Iredell County”); **Rock Hill Fort Mill Area Transportation Study** (“RFATS”); and the **Charlotte Regional Transportation Planning Organization** (“CRTPO”). Charlotte, Mecklenburg County, Union County, Iredell County, RFATS, and CRTPO are collectively referred to herein as “Parties”.

WITNESSETH:

WHEREAS, Charlotte, as the designated recipient of Federal Transit Administration (FTA) Section 5307/5340 and FTA Section 5339 funds, desires to share those funds on a proportional, annual basis with the other Parties performing transit operations for both the FTA bus/non-fixed guideway tier and the fixed guideway tier, respectively, and the other Parties desire to receive said funds pursuant to the terms of this MOU; and

WHEREAS, it has been determined beneficial to document this desire to share funds within a MOU; and

WHEREAS, Congress annually appropriates funds for FTA programs, and Section 5307/5340 and Section 5339 funds are annually appropriated by FTA to the Charlotte NC-SC Urbanized Area (UZA) based upon a formula; and

WHEREAS, the Parties agree that in the event that additional agreements are required between any Party that is an eligible direct grant recipient and any Party that is an eligible sub-recipient to facilitate the flow of funds received by the direct grant recipient to the sub-recipient, then the Parties shall in good faith enter into such agreements: and

WHEREAS, Parties are required to submit data to the National Transit Database (NTD), which is used by FTA to determine the annual distribution of Section 5307/5340 and Section 5339 funds to the Charlotte NC-SC UZA; and

WHEREAS, FTA distributes its Section 5307/5340 and Section 5339 bus tier/non-fixed guideway funds to the Charlotte NC-SC UZA using a formula with variable inputs based on UZA population, population density, bus vehicle revenue miles, bus passenger miles, and bus service operating cost; and

WHEREAS, FTA distributes its Section 5307 fixed guideway tier funds to the Charlotte NC-SC UZA using a formula with variable inputs based on fixed guideway revenue miles, fixed guideway route miles, fixed guideway passenger miles and fixed guideway operating cost, as well as a commuter rail floor and commuter rail incentive floor, if applicable; and

WHEREAS, FTA distributes a portion of Section 5307 funds to the Charlotte NC-SC UZA that are unspecific to transit mode and are based on low-income population and the projected population of the Charlotte NC-SC UZA as a proportion of national projected UZA population; and

WHEREAS, CRTPO, as the federally and state designated Metropolitan Planning Organization (MPO) for the Charlotte NC-SC UZA, is responsible for concurring with the designated recipient's process for sub-allocation of FTA distributed urbanized area formula grants to eligible direct grant recipients within the Charlotte NC-SC UZA, and such concurrence is evidenced by a lawful, majority vote of the CRTPO Board members on _____, 2021; and

WHEREAS, RFATS, as the federally and state designated Metropolitan Planning Organization (MPO) in York and Lancaster County, SC and through an interlocal agreement with CRTPO has transportation planning responsibilities for the SC portion of the Charlotte NC-SC UZA, is mutually interested in the development of a multi-modal transportation system; and

WHEREAS, in an effort to ensure satisfactory compliance of both operational needs and procedural requirements; it is understood that RFATS, working cooperatively with providers of public transit services in its planning area will continue public transportation planning and programming consistent with 23 CFR 450.314(a); and that nothing contained in this MOU shall, however inadvertently, conflict with any applicable planning agency requirements in this regard; and

WHEREAS, the Parties jointly desire to outline the process and methodology for the annual apportionment and distribution of FTA Section 5307/5340 and Section 5339 funds that are available to the Charlotte NC-SC UZA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. The above recitals are hereby incorporated into this MOU.
2. Each Party agrees to submit all eligible urban data (especially eligible urban vehicle revenue miles) to the National Transit Database in order to help maximize potential funding to the Charlotte NC-SC UZA.
3. The formula agreed upon by the Parties is in the attached Exhibit, which is incorporated into this MOU by reference.
4. When the federal urbanized area formula grant allocations for the Charlotte NC-SC UZA are published, CRTPO (with the assistance of CATS as the designated recipient) will prepare and make available a draft annual sub-allocation for review by the eligible recipients. If prepared in accordance with the sub-allocation methodology set forth in this MOU, the Parties shall accept the sub-allocations as prepared. After the process outlined in Sections 5 and 6 below, CATS (as the designated recipient) shall prepare the annual split letter for submission to the FTA Region IV Administrator with copies to the Parties and to the CRTPO Chair and Secretary.
5. Each Party that is an eligible recipient of Section 5307/5340 or Section 5339 funds shall respond to the draft annual sub-allocation in writing to the CRTPO, with a copy to the designated recipient, regarding that Party's intention to use the sub-allocated funds for an eligible project, bank the funds, transfer the funds to another eligible recipient, or return the funds to the Charlotte NC-SC UZA. Such notification (via email or letter correspondence) must be received by the CRTPO and the designated recipient within sixty (60) calendar days after CRTPO shares the draft annual sub-allocation. If the CRTPO and the designated recipient have not received a

Party's response within that 60-day period, the CRTPO will redistribute the non-responding Party's funds proportionally to the remaining Parties that have responded.

6. The CRTPO (with the assistance of the designated recipient) will, if warranted, recalculate the sub-allocations based upon the responses received from the Parties to the draft annual sub-allocation. The final sub-allocations will then be documented in the annual split letter prepared by the designated recipient for submission to the FTA Region IV Administrator. Copies of the split letter will be provided to the Parties and to the CRTPO Chair and Secretary.
7. The Parties hereby agree that, pursuant to FTA regulations and guidance, this MOU constitutes the local planning process for the allocated apportionment to each eligible Party under FTA Table 3A resulting in the allowance of the additional 10% (ten percent) eligibility in local operating funds.
8. On an annual basis, prior to September 1 each year, each Party shall provide a report to CRTPO on the status of the funds awarded to it. Any unobligated funds older than three years, or any obligated funds whose period of performance has lapsed, are subject to rescission and redistribution by CRTPO in an effort to ensure full utilization of all 5307/5340 and 5339 funds. Rescinded funds will be proportionately re-allocated by the CRTPO among the other Parties based on the latest split letter, less the amount due to the Party whose funding is subject to rescission.
9. Non-Discrimination. No party shall discriminate in violation of any applicable law.
10. Binding Effect and Assignment. This MOU will be binding on the Parties and their successors and assigns. No Party may sell or assign any interest in or obligation under this MOU without the prior express written consent of the other Parties.
11. Controlling Law. This MOU will be governed in all respects by the laws of the State of North Carolina, without regard to its choice of law provisions.
12. Term. This MOU will have a term of ten (10) years from the date of execution by all Parties. This MOU may be terminated, extended, or amended only by written agreement of all Parties. The sub-allocation method reflected in this MOU has been agreed to by the Parties in reliance upon the formula that FTA currently uses for that purpose. As a result, if the FTA changes the formula it uses to allocate Section 5307/5340 or Section 5339 grant funds to urbanized areas, the sub-allocation method in this MOU will no longer govern, and the Parties shall agree on a new sub-allocation method and amend this MOU to incorporate that new method. If the Parties cannot agree on a new sub-allocation method, future sub-allocations will be determined by CRTPO without reference to this MOU.
13. New/additional Membership – Entities within the Charlotte NC-SC UZA that meet the following eligibility requirements may be added to the MOU by administrative action of the CRTPO staff and notification to the CRTPO Board. Eligibility requirements:
 - Agency must provide transit service within the Charlotte, NC-SC UZA and have reported urban data in the National Transit Database (NTD) for Charlotte, NC-SC UZA.
 - Agency must demonstrate local match for the transit funds.

- Agency must become an FTA authorized direct recipient or arrange to become a subrecipient of an eligible designated or direct recipient.
- Agency must agree to submit eligible urban data to the NTD that will maximize potential funding to the Charlotte, NC-SC Urbanized Area.

14. **Dispute Resolution.** In the event of any dispute between two or more Parties concerning the interpretation or application of this MOU or concerning any actual or alleged breach of or default under this MOU, the Parties shall seek to resolve that dispute solely using the process prescribed by this Section 14.

- a. **Good Faith Meeting.** Representatives of each Party shall meet as soon as reasonably possible to attempt in good faith to resolve the dispute. All Parties must be represented by a person with the authority to settle the dispute on the Party's behalf, except to the extent that approval by the Party's governing board might be necessary. If resolution is not achieved from this good-faith meeting, the Parties shall initiate mediation as set forth below.
- b. **Mediation.** The parties to a dispute that is ripe for mediation under this section shall proceed in the following manner:
 - i. **Selection of Mediator.** The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina.
 - ii. **Mediation Agreement.** Upon selection of the mediator, the parties to the dispute shall in good faith use diligent efforts to enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth below. Such agreement shall also include reasonable terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this section and the MOU, as well as all applicable laws. If the parties fail to agree to the mediation agreement and the procedural rules to be used within 10 business days after selection of the mediator, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this MOU and applicable law.
 - iii. **Stalemate.** If after reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the Parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the Parties (and such determination shall be made no later than three business days after conclusion of such mediation), and the mediator shall promptly issue a written notice of stalemate, which shall conclude the dispute resolution process, unless the parties to the dispute agree in writing otherwise.
- c. **Escalation of Dispute Resolution to CRTPO Board.** Should the Parties not be able to resolve the dispute using the procedure stated above, after stalemate of the mediation, documentation of the dispute, along with a summary of the good-faith

meeting and mediation, shall be prepared and submitted to the CRTPO Board for their consideration and final ruling. CRTPO's authority for resolving a dispute will be limited to making decisions about the sub-allocation of FTA grant funds for current or future years, and CRTPO cannot resolve any dispute by, for example, requiring any Party to change the services it provides or to take any action concerning non-FTA grant funds.

- d. Notwithstanding any other provision in this MOU, and as essential condition of this MOU, each Party agrees that this Section 14's dispute resolution process will be the sole and exclusive method of resolving any dispute covered by this Section 14. The CRTPO Board's ruling on any such dispute will be final and will not be subject to direct or indirect challenge in any state or federal court, before any administrative body, or in any other forum. Each Party waives any right it otherwise might have to file any action in state or federal court for any actual or alleged breach or default of this MOU.
15. No Waiver of Non-Compliance with MOU. No provision of this MOU will be deemed to have been waived by any Party hereto unless such waiver is in writing and executed by the Party granting the waiver. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
 16. Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.
 17. Execution in Counterparts/Electronic Version of MOU. This MOU may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the MOU to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the MOU shall be deemed for all purposes to be an original signed MOU.
 18. Iran Divestment Act. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S 147-86.58.
 19. No Third-Party Beneficiaries. There are no third-party beneficiaries to this MOU.

IN WITNESS THEREOF, the Parties hereto have made and executed this MOU as of the day and year first above written.

**EXHIBIT TO CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING FOR FTA SECTION 5307**

Sharing Formula & Implementation Guide

The purpose of this formula is to equitably distribute the annual FTA apportionment of 5307/5340 Urbanized Area Apportionment funding. The newly adopted CRTPO formula is described below as well as the procedure to calculate the annual shares for the split letter that is sent to FTA. The formula is built into an excel spreadsheet that calculates the shares for each eligible transit agency in the CRTPO Urbanized Area. The purpose of this guide is to document how the spreadsheet (formula) works and to describe the annual updates that are required to calculate the shares to each Agency.

Formula

The formula first calculates shares to eligible agencies for Fixed Guideway funding, Bus Incentive funding and Low-Income funding based upon the federal formula.

The remaining funds are then shared based upon the weighted formula:

- 1/3 based on the proportional share of Bus Vehicle Revenue Miles
- 1/3 based on the proportional share of Population
- 1/3 based on the proportional share of Ridership

Data

All data is based on the National Transit Database data, Census data and CATS operating data for shared operations. The data utilized is aligned with the same fiscal year of data used by the FTA for their annual calculations of the 5307 funds.

Key Data Elements include:

Census Population:	FTA utilizes the decennial census population of the Charlotte, NC-SC Urbanized Area (UZA) until a new census and a new urbanized area are completed. A GIS analysis is utilized to determine the Charlotte, NC-SC UZA census population by each county and for Mecklenburg Co by the incorporated area and unincorporated area within the urbanized area. The Mecklenburg Co incorporated area population is assigned to CATS and the unincorporated population is assigned to Mecklenburg Transportation Services (MTS). This data remains consistent for the entire 10-year census period.
Low-Income Pop:	FTA utilizes the annual American Community Survey from the Census to determine the Low-Income Population within the Charlotte, NC-SC UZA. A GIS analysis is conducted annually to determine the Low-Income Population within the urbanized area for each county and by incorporated and unincorporated area within the UZA portion of Mecklenburg Co.
Bus Passenger Miles:	FTA utilizes the National Transit Database (NTD) report of annual Urban Bus Passenger Miles reported by each transit agency within the UZA to calculate Bus Incentive Funding.
Bus Operating Cost:	FTA utilizes the NTD report of the annual Urban Bus Operating Costs reported by each transit agency within the UZA to calculate Bus Incentive Funding.
Fixed Guideway VRM:	FTA utilizes the NTD report of the annual Urbanized Fixed Guideway Vehicle Revenue Miles reported by each agency within the UZA to calculate Fixed Guideway Funding.
Fixed Guideway Route Miles:	FTA utilizes the NTD report of the annual Urban Fixed Guideway Route Miles reported by each agency within the UZA to calculate Fixed Guideway Funding.
Fixed Guideway Passenger Miles:	FTA utilizes the NTD report of the annual Urban Fixed Guideway Passenger Miles reported by each agency within the UZA to calculate Fixed Guideway Incentive

	Funding.
Fixed Guideway Operating Cost:	FTA utilizes the NTD report of the annual Urban Fixed Guideway Operating Cost reported by each agency within the UZA to calculate Fixed Guideway Incentive Funding.
Ridership:	Annual Urban ridership reported to the NTD by each transit agency is utilized to calculate the proportional share of ridership for each transit agency. The data year chosen is the same year as the data used by FTA for the annual 5307 apportionment (typically 2 years old, FY2019 data for FY2021 apportionment)
Bus VRM:	Annual Urban Bus Vehicle Revenue Miles (BVRM) reported to the NTD by each transit agency is utilized to calculate the proportional share of BVRM for each transit agency.

FTA Published Data Utilized in Annual Calculations

FTA publishes all annual apportionments on their website at www.transit.dot.gov. Tables used include:

- Table 3: Section 5307 and 5340 Urbanized Area Formula Appropriations
- Table 5: Formula Apportionments Data Unit Values
- Table 12 Section 5339 Buses and Bus Facilities Apportionments

And FTA apportionment resources such as Formula Apportionments Data. Key data used are:

- Section 5307-STIC-Growing States-High Density States Table
- Census Urbanized Area Population and Population Density Data
- National Transit Database Data Used for the Section 5307 Urbanized Area Formula and Section 5339 Bus Formula Apportionments
- Census Low Income Population Data

Procedure for Calculating 5307/5340 Shares

Step 1: Using FTA Apportionments Data Unit Values and Total Census and NTD data for the correct Fiscal year, recreate the calculation of the total 5307/5340 funds for the Charlotte, NC-SC UZA. See calculation sheet for Federal Fiscal Year 2021.

UZA Area	Population DATA, Bus Vehicle Revenue Miles, and Low Income						Bus Incentive Data			Fixed Guideway Tier Data		Fixed Guideway Incentive Tier		
	Population	Area (sq mi)	Pop x Density	Bus Vehicle Revenue Miles	Low Income	5340 Growing States	Bus Passenger Miles	Operating Cost	Bus PM x Bus PM Operating Cost	Fixed Guideway Revenue Vehicle Miles	Fixed Guideway Route Miles	Fixed Guideway Passenger Miles	Fixed Guideway Operating Cost	Fixed PM X Fixed PM Operating Cost
Charlotte - NC Portion	1,180,484	690	2,020,856,861	18,935,903	263,707		83,738,820	126,574,445	55,399,729.19	2,410,760	47.6	45,712,163	37,833,565	55,231,428.66
Charlotte - SC Portion	68,958	52	91,604,811	913	8,192		-	-	-	-	-	-	-	-
Total Charlotte, NC-SC UZA	1,249,442	741	2,105,362,596	18,936,816	271,899		83,738,820	126,574,445	55,399,729.19	2,410,760	47.6	45,712,163	37,833,565	55,231,428.66

FTA TABLE 5 - FISCAL YEAR 2016 FORMULA PROGRAMS APPORTIONMENT DATA UNIT VALUES														
Apportionment Data Unit Value	3.421228904		0.000911819	0.434030161	2.535542889				0.017169441	0.624433666	38716.79468			0.000956427

Calculated Apportionment	Population		Pop x Density	Bus Vehicle Revenue Miles	Low Income	5340 Growing States			Bus PM x Bus PM Operating Cost	Fixed Guideway Revenue Vehicle Miles	Fixed Guideway Route Miles			Fixed PM X Fixed PM Operating Cost
Charlotte - NC Portion	4,038,705.98		1,836,462.63	8,218,753.03	668,641	1,216,094.00			951,182.36	1,505,359.70	1,842,919.43			52,824.82
Charlotte - SC Portion	235,921.10		83,246.28	396.27	20,770	72,383.00			-	-	-			-
Total Charlotte, NC-SC UZA	4,274,627.08		1,919,709	8,219,149	689,412	1,288,477			951,182.36	1,505,360	1,842,919.4			52,824.82

Calculated Total \$ 20,743,660

FTA Table 3 FY2021

Full Apportionment Total \$ 20,743,612

Due to rounding errors, the total is usually off by a very small amount. Proportionally adjust the totals in each column to match the total award. See example for Federal Fiscal Year 2021 below.

Adjusted to Match Apportionment	Population DATA, Bus Vehicle Revenue Miles, and Low Income						Bus Incentive Data			Fixed Guideway Tier Data		Fixed Guideway Incentive Tier		
	Population		Pop x Density	Bus Vehicle Revenue Miles	Low Income	5340 Growing States			Bus PM x Bus PM Operating Cost	Fixed Guideway Revenue Vehicle Miles	Fixed Guideway Route Miles			Fixed PM X Fixed PM Operating Cost
Charlotte - NC Portion	4,038,696.60		1,836,458.36	8,218,733.94	668,639.92	1,216,091.18			951,180.15	1,505,356.21	1,842,915.15			52,824.69
Charlotte - SC Portion	235,920.55		83,246.08	396.27	20,770.05	72,382.83			-	-	-			-
Total Charlotte, NC-SC UZA	4,274,617.16		1,919,704.45	8,219,130.21	689,409.97	1,288,474.01			951,180.15	1,505,356.21	1,842,915.15			52,824.69

Total \$ 20,743,612

The result is the basis for the continued calculations.

Step 2: Using the FTA formula, calculate the Fixed Guideway and Bus Incentive amounts for each agency.

CATS is the only operator and reporter of Fixed Guideway service; thus, the las two columns are awarded to CATS for Fixed Guideway Operations.

Both CATS and MTS report Bus Incentive data and the share are calculated proportionally based on the data reported.

Adjusted to Match Apportionment	Popoulation DATA, Bus Vehicle Revenue Miles, and Low Income					Bus Incentive Data		Fixed Guideway Tier Data		Fixed Guideway Incentive Tier	
	Population	Pop x Density	Bus Vehicle Revenue Miles	Low Income	5340 Growing States		Bus PM x Bus PM Operating Cost	Fixed Guideway Revenue Vehicle Miles	Fixed Guideway Route Miles		Fixed PM X Fixed PM Operating Cost
Charlotte - NC Portion	4,038,696.60	1,836,458.36	8,218,733.94	668,639.92	1,216,091.18		951,180.15	1,505,356.21	1,842,915.15		52,824.69
Charlotte - SC Portion	235,920.55	83,246.08	396.27	20,770.05	72,382.83		-	-	-		-
Total Charlotte, NC-SC UZA	4,274,617.16	1,919,704.45	8,219,130.21	689,409.97	1,288,474.01		951,180.15	1,505,356.21	1,842,915.15		52,824.69

Total \$ 20,743,612
\$ -

For Weighted Distribution \$ 15,701,926
Low Income \$ 689,410
Fixed Guideway \$ 3,401,096
Bus Incentive \$ 951,180
Total \$ 20,743,612
Check \$ -

Bus Incentive Tier Share			
	Bus Passenger Miles	Operating Cost	Bus PM x Bus PM Operating Cost
CATS	80,427,973	119,020,157	54,349,271.62
Meck DSS	3,310,847	7554288	1,451,057.71
Adjusted Total From Above			\$ 951,180.15
CATS Share			926,445.22
Meck DSS Share			24,734.93
			Check -

Step 3: Low Income Shares are calculated based upon the proportional shares of low income UZA population within each county and within the incorporated and unincorporated areas within Mecklenburg County. For FFY2021 the table below shoes the distribution of Low-Income Funds:

UZA Area	Low Income
Charlotte - NC Portion	
Cabarrus	3,194
Catawba	79
CATS1a	531,345
Gaston	423
ICATS	51,398
Lincoln	2,225
MTS1b	14,141
Union2	65,835
Charlotte - SC Portion	
Lancaster	4,813
York2	15,957
Total Charlotte, NC-SC UZA	689,410

The Cabarrus Co share is provided to CATS because CATS has an agreement for service in this area.

The remaining counties with no operations (Catawba, Gaston, Lincoln) reported in the Charlotte, NC-SC UZA are proportionally shared with all the operating agencies (ICATS, CATS, Union Co., MTS, and RFATS).

Rock Hill-Fort Mill Transportation Study (RFATS) is the direct recipient for the SC Counties of Lancaster and York.

Step 4: The weighted distribution formula (1/3 Bus VRM, 1/3 Pop, 1/3 Ridership) is applied to the remaining funds for distribution.

UZA Area	1/3 Bus VRM Share	1/3 Population Share	1/3 Ridership Share	Weighted Distribution Share
Charlotte - NC Portion				-
Cabarrus	7,715.47	56,664.41	468.99	64,848.88
Catawba	-	938.61	-	938.61
CATS ^{1a}	4,038,820.44	3,712,239.43	5,044,406.05	12,795,465.92
Gaston	-	3,549.12	-	3,549.12
ICATS	142,026.27	414,794.58	30,946.24	587,767.08
Lincoln	-	44,894.07	-	44,894.07
MTS ^{1b}	856,010.50	98,795.46	129,447.63	1,084,253.60
Union ²	180,704.31	613,231.07	23,395.43	817,330.80
Charlotte - SC Portion				
Lancaster	252.35	60,134.31	38.24	60,424.90
York ²	8,445.94	228,734.21	5,272.69	242,452.84
Total Charlotte, NC-SC UZA	5,233,975.28	5,233,975.28	5,233,975.28	15,701,925.83

Again, the Cabarrus Co share is provided to CATS because CATS has an agreement for service in this area.

Again, the remaining counties with no operations (Catawba, Gaston, Lincoln) reported in the Charlotte, NC-SC UZA are proportionally shared with all the operating agencies (ICATS, CATS, Union Co. MTS, and RFATS)

Rock Hill-Fort Mill Transportation Study (RFATS) is the direct recipient for the SC Counties of Lancaster and York.

Step 5: The results of steps 2-4 are summed to arrive at the final 5307 Shares

UZA Area	Option 5A Total 5307 Share Based on Weighted Dist. & Low Income
CATS	17,767,002
ICATS	640,780
MTS	1,125,967
Union	885,397
RFATS	324,466
Total Charlotte, NC-SC UZA	20,743,612

Step 6: The Section 5339 Buses and Bus Facilities Apportionment is shared based on the same proportion as 5307. CATS retains the entire 5339 amount; but, the 5307 shares are adjusted to provide additional 5307 funds to each agency as credit for the 5339 funds.

	FY21 Full Year FTA 5307		FY21 Full Year FTA 5339		FY21 Full Year FTA 5307 Split with 5339 Credit
CATS	\$ 17,767,001.57		\$ 1,686,065.51		\$ 17,484,525.08
iCATS	\$ 640,780.47		\$ 60,809.24		\$ 701,589.71
Meck DSS	\$ 1,125,967.20		\$ 106,852.83		\$ 1,232,820.03
Union	\$ 885,397.23		\$ 84,023.05		\$ 969,420.28
RFATS	\$ 324,465.53		\$ 30,791.36		\$ 355,256.89
Grand Total	\$ 20,743,612.00		\$ 1,968,542.00		\$ 20,743,612.00

FFY 2021 Full Year Apportionment 5307 Summary Table with Credit for 5339	
CATS	\$ 17,484,525.08
NCPTD - iCATS	\$ 701,589.71
Meck DSS	\$ 1,232,820.03
NCPTD - Union	\$ 969,420.28
RFATS	\$ 355,256.89
Grand Total	\$ 20,743,612.00