

STATE OF NORTH CAROLINA
COUNTY OF WAKE

ADA PARATRANSIT SERVICES AGREEMENT
AMENDMENT AND RENEWAL #2

This ADA Paratransit Services Agreement Amendment and Renewal #2 (the, or this “**Renewal #2**”) is made and entered into this ___ day of _____, 2024 by and between the Town of Apex, a municipal corporation of the State of North Carolina (“**Town**”), and Wake County, a political subdivision of the State of North Carolina (“**County**”). Town and County may hereinafter be referred to collectively as the “**Parties**.”

WITNESSETH

WHEREAS, the Town and County entered into an agreement entitled, “ADA Paratransit Services Agreement” on or about July 1st, 2022 (the “**Agreement**”) in which the County agreed to serve as the general Americans with Disabilities Act paratransit operator for the Town in accordance with the GoApex Paratransit Policy; and

WHEREAS, the Parties entered into an ADA Paratransit Services Agreement Amendment and Renewal (hereinafter “**Renewal #1**”) on July 1, 2023 which amended and renewed the Agreement; and

WHEREAS, the Parties desire to again renew the Agreement in accordance with its terms as well as update certain provisions of the Agreement to address the increase in costs of paratransit trips and to make minor adjustments to the attachments incorporated into the Agreement as the need arises; and

WHEREAS, both Parties wish to memorialize the same through this Renewal #2 and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties do hereby agree to renew and amend the Agreement as follows:

1. Record Keeping, Reporting and Reimbursements. Section 3 of the Agreement, entitled “Record Keeping, Reporting and Reimbursements,” subsection “B” is hereby amended to read as follows:

B. The invoice will include the actual cost of each trip plus the portion of the annual fee prorated for each month. The cost of each paratransit trip will be adjusted to account for the number of passengers and the number of funding sources contributing to the cost of the entire trip, as this is a shared ride service. In no event shall the cost attributed to the Town exceed \$75.18 per hour per trip. The County will include trip cost details in the monthly invoice. The annual overhead fee shall include:

- \$5,000 for annual overhead to Wake County.

- \$10,400 annual overhead to GoWake Access for the processing of applications.
- \$3,660 for the cost of a part-time employee to accept trip reservations on Sunday and holidays.
- \$1,200 for the first year of service only for training.

The total annual overhead cost for the first year of Service shall be \$20,260 or \$1,688.33 per month. The total annual overhead cost for subsequent years of Service shall be \$19,060, or \$1,588.33 per month.

2. Appendices. Attachment A, including all appendices of Attachment A, are hereby amended as shown in the attached which are hereby incorporated into this Renewal #2.

3. Renewal. In accordance with Section 20 of the Agreement, the Parties hereby agree to renew the Agreement, as amended, for one year beginning July 1, 2024 and ending June 30, 2025, unless further renewed in accordance with the Agreement.

4. Effective Date. This Renewal shall be effective upon execution by both Parties.

The Agreement and Renewal #1 are not otherwise modified except as provided herein.

IN WITNESS WHEREOF, the Parties have entered into this Renewal effective this ____ day of _____, 2024.

Wake County

Town of Apex

By: _____
Wake County Manager or Designee

Randal E. Vosburg, Town Manager

By: _____
Nannette M. Bowler, JD
Director, Wake County Health
& Human Services

Attest:

The person responsible for monitoring
Wake County contract performance
requirements is Anita Davis-Haywood.
Department Head Initials: _____

Allen L. Coleman, CMC, NCCCC
Town Clerk

*This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.*

By: _____
Annemarie Maiorano
Deputy Director of Operations
Wake County Health & Human Services

Antwan Morrison, Finance Director

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

Chief Finance Officer