

NORTH CAROLINA
WAKE COUNTY

AMENDMENT #4 TO GOAPEX AGREEMENT

Contract Number: EN23-007-00

THIS AMENDMENT #4 TO GOAPEX AGREEMENT, (“Amendment 4”) is entered into by and between the Town of Cary, a North Carolina municipal corporation (hereafter “Cary”), having its office at 316 North Academy St., Cary, NC 27513, Town of Apex, a North Carolina municipal corporation (hereafter “Apex”), having its office at 73 Hunter St., Apex, NC 27502, and Cary’s bus services contractor MV Transportation, Inc., a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina (hereafter “MV Transportation”), having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as “Party” and collectively referred to as “Parties.”

WHEREAS, Cary, Apex and MV Transportation entered into the GoApex Agreement for transit service on June 22, 2022 (“EN2300700”), Amendment #1 on May 10, 2023 (“EN2300701”), Amendment #2 on June 3, 2024 (“EN2300702”), and Amendment #3 on August 6, 2025 (“EN2300703”), hereafter referred to collectively as “Agreement”; and

WHEREAS, Cary currently operates the GoCary Door to Door Tier 1 service which is an Americans with Disabilities Act (“ADA”)-compliant paratransit service; and

WHEREAS, the Parties desire to amend the Agreement to extend paratransit services to GoApex Route 1, as detailed in this Amendment #4.

NOW THEREFORE, in consideration of the mutual promises to each other, as hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement, as follows:

1. **Section 2. Operations** is deleted in its entirety and replaced with the following:

The purpose of this Agreement is to set forth the duties and responsibilities of each Party in the provision of Route 1 service and paratransit service. GoApex Route 1 will be a fixed-route transit service open to the general public. Paratransit service will be operated in compliance with all applicable federal, state, and local laws, including the public transit requirements of the ADA. Operational characteristics of the Service may be changed for the benefit of any party upon written approval by all Parties.

A. Cary shall have the following responsibilities:

1. Finalize the alignment for Route 1, including the schedule, the span of revenue

service (the time when a vehicle is available to the general public and there is an expectation of carrying passengers), and the timing of revenue service, after collaboration with Apex. Cary agrees to consult with Apex on these elements to maximize regional coordination. Any material change in the route alignment, stop locations, schedule, span of service, timing of service, or overall operation of Route 1 must be agreed to in writing by both parties. Cary will respond to all communications and requests by Apex within ten (10) business days unless such communication or request is specifically identified by Apex as an “Urgent Operational Concern” Cary will respond within two (2) business days. Cary will provide feedback to Apex on the operation of the service.

2. Provide for the GoCary Door to Door Tier 1 service in the area designated “GoApex Route 1 ADA Area” in the attached Exhibit D (hereinafter “Paratransit Services”) and update all public materials including applications, brochures, ride guides, and webpages to reflect the Paratransit Service. Paratransit Service will be provided with the same service provisions and policies as the Tier 1 GoCary Door to Door service.
3. Assist Apex where reasonably possible (in Cary’s sole discretion) in the provision of information about and marketing of Route 1 and Paratransit Service. This may include reviewing and providing comments on marketing materials, participating in outreach events, distributing ride guides, and assisting with coordination with other regional transit providers. Cary will coordinate with Apex staff on Paratransit Service public materials for the Apex area (such as any ride guide distribution or information for the GoApex webpage).
4. Provide Apex a minimum of 15 days written notice of potential service disruption, except in the case of service disruption due to inclement weather, safety concerns, or other emergency situations in which case notice will be provided as soon as reasonably possible. Cary has final authority on all changes to service level. Cary will attempt to maintain service on all scheduled routes dependent on available resources. Action plans for service disruptions will be communicated by email to the MV Transportation General Manager and Town of Apex Long Range Planning Manager, or designee.
5. Cary shall report Route 1 operating statistics to comply with deliverables outlined in the General Operating Agreement for Bus Operations – Community Funding Area Program executed between the Town of Apex, GoTriangle, and Capital Area Metropolitan Planning Organization (Wake Transit Operating Agreement), including ridership by date, revenue and deadhead hours, revenue and deadhead miles, missed trips, and a log of customer complaints and resolutions, all in an editable format, to Apex by the 15th of the month following the month of service.
6. Finalize the provisions of service for Paratransit Service pursuant to the

Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and the U.S. Department of Transportation's implementing regulations at 49 CFR Parts 27, 37, 38, and 39.

Cary shall report Paratransit Service operating statistics to Apex, including total number of trips completed, trip origin, trip destination, scheduled pickup time, actual pickup time, scheduled drop-off time, actual drop-time, and whether a trip is a standing order (subscription trip). The following operating statistics shall be made available upon request by Apex: total number of no-shows, total number of late cancellations, total number of trip denials, customer service complaints and follow-up actions.

B. MV Transportation shall have the following responsibilities:

1. Operate Route 1 and Paratransit Service on all applicable days according to the operating schedule set forth in Exhibit A, attached and incorporated by reference, or as otherwise agreed to in writing by the Parties.
2. Ensure appropriate usage and placement of any identifying Route 1 materials on vehicles, including bus wraps, or other appropriate industry accepted signage as agreed upon, and paper schedules.
3. For Route 1 service, use Americans with Disabilities Act (ADA) accessible light transit vehicles (LTVs) with a seated capacity of no less than 16 persons, equipped with automated vehicle locators (AVL) and which comply with all applicable federal and state laws and regulations.
4. Agree that if any vehicle intended for, or normally used for, Route 1 service is inoperable for any reason, MV Transportation will immediately deploy another vehicle of equal or greater seating capacity which is compliant as required in subsection 2.B.3. MV Transportation will ensure that any vehicle deployed will have either a bus wrap or other industry-accepted signage identifying it as a GoApex vehicle.
5. MV Transportation shall use Americans with Disabilities Act (ADA) accessible vans or light transit vehicles (LTVs) which comply with all applicable federal and state laws and regulations, and are branded appropriately with the service name and logo in performance of Paratransit Services.
6. MV Transportation shall operate Route 1 and Paratransit Service in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. MV Transportation is

responsible for the maintenance, cleaning, and safe operation of all vehicles used in providing the Service as well as any claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of MV Transportation.

7. Maintain, throughout the term of the Agreement and any extensions of the term, commercial general liability, auto and umbrella/excess insurance policies at its expense, covering personal injury and property damage on and in the vehicles and inside and outside the park and ride lots. The policies shall have at least the coverage amounts specified in Section 19 of this Agreement and at no time during the term of this Agreement shall coverage amounts be less than the coverage amounts required of MV Transportation by the GoCary Agreement. Cary and Apex shall be named as an additional insured on the general liability, business auto liability, and umbrella/excess policies and the policies will be primary and non-contributory. At Apex or Cary's written request, MV Transportation shall provide certificates of insurance referencing that the coverage is primary and non-contributory with copies of the Additional Insured Endorsement attached. Apex or Cary may request complete, certified copies of the policies. Notwithstanding the foregoing, neither the requirement of MV Transportation to have sufficient insurance nor the requirement that Cary and Apex are named as additional insureds, shall constitute waiver of either Town's governmental immunity in any respect, under North Carolina law.
8. Prepare and maintain on a form developed by Cary or MV Transportation ongoing statistical, operational, and service data related to Route 1 separately from regular GoCary data. This includes but is not limited to the following: Vehicle Pre-Trip Inspection Checklist sheets, monthly reports that include total road calls, passenger trips, vehicle miles and vehicle hours, and any other daily, monthly, and/or annual data as required by FTA under the National Transit Database (NTD) program requirements. This information shall be provided to Apex upon request.
9. Report all passenger or vehicle accidents to Cary within one (1) hour of occurrence and follow-up with a detailed written accident report within twenty-four (24) hours. Cary will provide this information to Apex's Planning Director and/or designee by email as soon as is reasonably practical, but no more than 48 hours after the accident.

C. Apex shall have the following responsibilities:

1. Apex shall build or provide ADA accessible bus stops as identified in Exhibit C, or additional future bus stops proposed by Apex with Cary's written approval.

Apex shall maintain the bus stops used for the Service as identified in Exhibit C. Exceptions are stops that are either: (1) shared by a regional provider or (2) located on private property. Maintenance includes maintaining and upkeeping all associated transit amenities, including cutting or trimming of any vegetation; routine cleaning of the transit amenities, including the removal of litter and trash from trash receptacles; snow and ice removal; and maintaining ADA accessible conditions.

2. Provide employees of MV Transportation with access to restroom facilities during all periods of revenue service, including any keys or other methods of entry needed to access such a facility. These locations will be agreed to in writing by all parties.
3. Obtain National Transit Database (NTD) ID and complete annual NTD reporting for Route 1.
4. The initial service will be implemented fare-free. If Apex or Cary desires to charge a fare for Route 1 or Paratransit Service, the Parties will enter into an amendment to this Agreement. Any fare determined for Paratransit service must be no more than double the fare charged for Route 1 service to be in compliance with FTA requirements.
5. Respond to all communications and requests by Cary within ten (10) business days, unless such communication or request is specifically identified by Cary as an “Urgent Operational Concern,” in which case Apex will respond within two (2) business days.
6. Establish and implement a plan for marketing Route 1, including: designing and printing schedule brochures or other informational literature; providing such literature to Cary for distribution on vehicles; and following, at a minimum, engagement standards outlined in the Wake Transit Public Engagement Policy (“Engagement Policy”). Materials must be consistent with the service provided. Materials with a GoCary logo, image of a vehicle or person covered by the GoCary Agreement, or any other reference to GoCary, are subject to Cary review and approval to ensure accuracy of information. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use.
7. Report all Route 1 operating statistics in compliance with the deliverables associated with the Wake Transit Operating Agreement.
8. Establish and implement a plan for transitioning existing GoApex Door to Door customers to GoCary Door to Door Tier 1 service and provide all existing customer information to Cary for import into Cary’s GoCary Door to Door Tier 1 service scheduling platform if permitted, or provide initial communication with existing GoApex Door to Door customers about the requirement to register for

GoCary Door to Door Tier 1 service. Direct on-going customer inquiries for Paratransit Service to the GoCary Door to Door program.

2. **Section 3. Funding and Billing** is deleted in its entirety and replaced with the following:

- A. Apex will pay for the cost of installing GoApex branding on the bus operating the Route 1 Service. MV Transportation shall provide a quote for the installation of the images subject to Town of Apex approval. Following completion and inspection of the installation by the Town of Apex, Town of Cary shall invoice the Town of Apex. The invoice shall be paid by the Town of Apex within 30 days of receipt. Apex is responsible for any costs associated with the removal of branding and other identifying characteristics from vehicles and the cost to fabricate and install replacement GoCary wraps on the vehicles at the conclusion of the service agreement.
- B. Apex will pay Cary the annual operating cost for Route 1. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from Cary from any other party, if applicable. The annual operating cost for Route 1 Service as agreed by the Parties is determined by the following formula: operating cost per hour (\$115.50) multiplied by the number of platform hours per day multiplied by the number of operating days per year. Platform hours are the revenue plus deadhead hours (deadhead hours are times when the bus is away from the maintenance facility but not in revenue service, including travel to and from the facility to the service start/end location). Cary will inform Apex of any changes to its operating cost per hour and the justification therefore, no later than February 15th of each year. Route 1 Operating cost is a fully allocated rate which includes the full cost of the service provided by MV Transportation, fuel, capital expenses and overhead for Cary. It is expected that, at a minimum, the operating cost per hour will be adjusted based on the Municipal Cost Index (MCI), as calculated by Cary.
- C. Apex will pay Cary the annual operating cost for the Paratransit Service. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from Cary from any other party, if applicable. The annual operating cost for Paratransit Service as agreed by the Parties is assigned as one flat rate of \$75.00 per trip with an origin or destination within the GoApex Route 1 ADA Area which is outside of the existing GoCary service area as detailed in Exhibit D. For this purpose, the trips to be charged shall include completed trips and no-shows (including late cancellations per the no-show policy), but will not include cancelled trips or missed trips. Cary will inform Apex of any changes to its operating cost and the justification therefore, no later than February 15th of each year during the term of this Agreement. It is expected that, at a minimum, the operating cost per trip will be adjusted based on the Municipal Cost Index (MCI), as calculated by Cary.

- D. All Route 1 service information will be reported to the National Transit Database (NTD). Apex must obtain an NTD ID and submit all Route 1 data. Cary and MV Transportation will assist Apex in this reporting. As a result, Cary and Apex agree that the provision of Route 1 service may increase the amount of Federal Transit Administration (FTA) formula grant funding that can be acquired by Cary. If Cary secures FTA Section 5307 and Section 5339 formula grant funds that are attributable to Route 1, Cary will deduct from its billing of Apex for the operation of Route 1 an amount equal to the share of FTA Section 5307 and Section 5339 funds allocated to Cary for the preceding federal fiscal year (October 1 – September 30) that is attributable to Route 1, starting with the fourth fiscal year following the first fiscal year of annual reporting. This deduction may be applied on a prorated monthly basis. All Paratransit Service data will be reported to NTD by Cary and any associated increase in FTA formula grant funding will be retained by Cary.
- E. Cary will provide a monthly invoice to Apex within fifteen (15) days after the end of each month of Service. Apex shall reimburse Cary within thirty (30) days of receipt of an invoice. In the event Apex finds any part of an invoice inconsistent with this Agreement, Apex shall clearly identify and provide evidence to Cary of any inconsistent or erroneous expenses within ten (10) days of receipt of an invoice and Cary will work in good faith to determine if there is an error in the invoice.
- F. MV Transportation will be compensated by Cary pursuant to the terms of the GoCary Agreement.

3. **Section 4. ADA and Paratransit Requirements** is deleted in its entirety and replaced with the following:

- A. MV Transportation agrees to provide Route 1 service in a manner that meets all applicable ADA public transit requirements, including the policies, regulations and training of all operators in the safe use of all ADA equipment. Requirements may include, as appropriate, providing ADA accessible vehicles on fixed route service, knowledge of mobility device tie-down procedures, operation of bus kneeling feature (if available), appropriate use of the public address and talking bus technologies, and knowledge of service animal regulations.
- B. MV Transportation agrees to provide Paratransit Service in a manner that complies with all applicable federal, state, and local laws, including ADA public transit requirements. MV Transportation shall follow all applicable laws, rules, policies, and regulations in the training of operators in the safe use of all ADA equipment as well as provide drivers with appropriate training to provide safe, courteous, and ADA-compliant transportation.

4. Exhibit A of the Agreement is deleted in its entirety and replaced by Amended Exhibit A, attached hereto and incorporated herein by reference (“Amended Exhibit A”).

5. Exhibit D attached hereto is incorporated herein and made a part of this Agreement as if set forth herein in full.
6. Except as modified herein, the Agreement shall continue in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials.

Town of Apex

Randal E. Vosburg, Town Manager

Date

Reviewed by:

Steve Maynard, Purchasing 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

MV Transportation, Inc.

Erin K. Niewinski, Executive VP & CFO

Date

Town of Cary

Kelly A. Blazey, Transit Director

Date

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

Denisha Harris, Deputy Finance Officer

Date

Exhibit A

Span of Revenue Service

Monday – Saturday 6:00 AM to 10:00 PM (last Paratransit Service Pick-up 9:30 PM)
Sunday 7:00 AM to 9:00 PM (last Paratransit Service Pick-up 8:30 PM)

Holiday Schedule:

Holiday	Service Type
New Year's Day	Sunday Schedule
MLK, Jr. Day	Sunday Schedule
Good Friday	Regular Schedule
Memorial Day	Sunday Schedule
Juneteenth (June 19th)	Regular Schedule
4th of July	Sunday Schedule
Labor Day	Sunday Schedule
Veteran's Day	Regular Schedule
Thanksgiving	CLOSED
Day after Thanksgiving	Regular Schedule
Christmas Eve	Sunday Schedule - Service Ends at 7 PM (Last Paratransit Service Pick-up 6:30PM)
Christmas Day	CLOSED
Day after Christmas	Regular Schedule

Exhibit D

GoApex Route 1 Paratransit Service Area Map

