

**AMENDMENT NUMBER 1 TO THE APEX/WESTERN WAKE CRISIS MINISTRY,
INC. AGREEMENT FOR UTILITY CUSTOMER ASSISTANCE PROGRAM
ADMINISTRATION SERVICES**

This **AMENDMENT** to the Apex/Western Wake Crisis Ministry, Inc. Agreement for Utility Customer Assistance Program Administration Services dated April 27, 2021, hereinafter referred to as “**AGREEMENT**” is entered into this _____ day of _____, 20__, by and between Western Wake Crisis Ministry, Inc., hereinafter referred to as “**Agency**”, and the Town of Apex, hereinafter referred to as “**Town**”.

WITNESSETH:

WHEREAS, Agency and Town agreed to collaborate on the administration of the Town’s Utility Customer Assistance Program (UCAP);

WHEREAS, the Agency agreed to coordinate eligibility determination for the UCAP;

WHEREAS, the Town agreed to pay certain fees to the Agency to cover their out of pocket cost of providing this service;

WHEREAS: the Town greatly appreciates the assistance of the Agency and desires to cover the full out of pocket costs incurred to by the Agency to assist the Town, including any such cost that were not addressed by the initial Agreement;

NOW, THEREFORE, Town and Agency mutually agree to amend the **AGREEMENT** as follows:

Article 1, Section 4. Agency Fee is hereby amended to read:

4. Agency Fee. The Agency shall collect from the Town its Fee as follows:
 - a. Town shall provide compensation for the Agency UCAP Administrator position at \$25/hour plus related payroll taxes. The planning and program development is expected to take 10-15 hours. The ongoing program management is not expected to exceed 2 hours per week.
 - b. Town shall provide compensation for the UCAP contractor(s), not to exceed two contractors, at \$15/hour for 15-20 hours per week plus related payroll taxes.
 - c. Additional cost directly incurred to provide services under this agreement.
 - d. Agency shall invoice Town every two weeks for the duration of the program.
 - e. Terms of invoice are net 30 days.

IN WITNESS WHEREOF, Agency and Town, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

AGENCY

TOWN

Western Wake Crisis Ministry, Inc. Town of Apex

By: _____
(signature)

By: _____
(signature)


Name: _____
(typed or printed name)

Name: _____
(typed or printed name)

Title: _____

Title: _____

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



Finance Director