

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

ADA PARATRANSIT SERVICES AGREEMENT  
AMENDMENT AND RENEWAL

This ADA Paratransit Services Agreement Amendment and Renewal (the, or this “**Renewal**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 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 1<sup>st</sup>, 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 desire to 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 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 \$60.00 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. Amendment. Section 10 of the Agreement, entitled “Amendment,” is hereby amended to read as follows:

“This Agreement and its attachments contain the full understanding of the Parties. Any extension, modification, or addendum to this Agreement must be in writing and executed with the same formality as this Agreement, except as otherwise provided herein.

It is recognized that minor modifications of the attachments to the Agreement that do not impact the substance of the Agreement may be needed from time to time. Staff representatives of the Parties are permitted to update and amend the attachments to this Agreement with changes that are solely administrative in nature, in order to support the day-to-day implementation of the Agreement. The designated staff representative for the Town of Apex shall be the Director of Planning. The designated staff representative for Wake County shall be the Wake County Human Services Transportation Manager. These changes may include, but are not limited to: editing text for clarity, updating contact information when needed, updating processes that assist with staff’s implementation of the Agreement, or other items not affecting the intent of the Agreement or agreed-upon costs. Proposed changes shall be made in writing and will go into effect upon agreement of staff representatives of both parties, and shall be accompanied by adequate communication to customers and interested parties. For the purpose of said writing, confirmation through electronic mail by the staff representatives shall be sufficient. This permission shall not apply to extensions, modifications, or addenda affecting the text or intent of the Agreement itself.”

3. Appendices. Appendices A, B, and D are hereby amended as shown in the attached which are hereby incorporated into this Renewal.

4. Renewal. In accordance with Section 20 of the Agreement, the parties hereby agree to renew the Agreement for one year beginning July 1, 2023 and ending June 30, 2024, unless further renewed in accordance with the Agreement.

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

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

IN WITNESS WHEREOF, the Parties have entered into this Renewal effective this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Wake County**

By: \_\_\_\_\_  
Wake County Manager or Designee

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

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

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

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

\_\_\_\_\_  
Chief Finance Officer

**Town of Apex**

\_\_\_\_\_  
Catherine Crosby, Town Manager

Attest:

\_\_\_\_\_  
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.*

\_\_\_\_\_  
Antwan Morrison, Finance Director