

**Wake County Contract Number:** EC0000000011602  
(Please reference this number on your payment to Wake County)

**EAST WAKE MICROTRANSIT AGREEMENT**

**Department:** 46 - Health & Human Services Department

**Vendor:** VC0000001138 - (4 Party Agreement) Town Wendell, Town of Zebulon, Town of Knightdale and Wake County. Town of Wendell is responsible for invoice receipt and payment transmission.

**Description of Services:** 4 Party Intergovernmental Agreement. The County agrees to Provide Microtransit Services to Knightdale, Wendell, and Zebulon municipalities. The County will operate SmartRide services on demand to obtain maximum operational efficiencies and effectiveness. The County may contract with one or more service providers to provide the services contemplated by this Agreement.

**BOC Date Approved:**

**Contract Start Date:** July 1, 2024                      **Contract End Date:** June 30, 2025

**Max Amount Payable:**

**Funding Source(s):**

Federal      State       County      Grants       Other      None  
Wake Transit, Town of Knightdale, Wendell and Zebulon Municipalities

**Competition:**

**RFP#:** N/A    **Next Competition:** NOT APPL    **Year Last Completed:** NOT APPL

**Person Responsible for Monitoring the Contract Performance Requirements:** Anita Davis

## **EAST WAKE MICROTRANSIT AGREEMENT**

This Agreement ("Agreement") is made by and between **Wake County** (hereinafter "GoWake Access"), a political subdivision of the State of North Carolina, the **Town of Knightdale** (hereinafter, "Knightdale"), a North Carolina municipal corporation, the **Town of Wendell** (hereinafter, "Wendell"), a North Carolina municipal corporation, and the **Town of Zebulon** (hereinafter, "Zebulon"), a North Carolina municipal corporation. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties." Knightdale, Wendell, and Zebulon may be collectively referred to as "Municipal Parties".

### **RECITALS**

WHEREAS Wake County provides a transit service called GoWake Access. GoWake Access maintains vehicles and third-party agreements necessary to operate this service, and is willing to enhance this service pursuant to the terms of this agreement, and

WHEREAS Knightdale, Wendell and Zebulon are interested in utilizing the resources of GoWake Access pursuant to this Agreement to provide public transit services as mutually defined in Appendix A of this agreement (hereinafter "Microtransit Service").

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

### **AGREEMENT**

#### **1. Term**

The Agreement shall become effective upon execution by all Parties, July 1, 2024, and shall expire June 30, 2025. The Parties may extend the term of this agreement by execution of a written amendment by all parties. The option for extending the term of the Agreement must be agreed upon by the Parties at least ninety (90) days before the end of the current term.

#### **2. Appendices to this Agreement**

The appendices of the Agreement shall be reviewed and updated annually. The approval process for each appendix is listed in each appendix. All adjustments and approvals must be in writing. The Appendices are incorporated into this Agreement.

#### **3. Roles and Responsibilities**

The purpose of this Agreement is to set forth the duties and responsibilities of each Party in the provision of Microtransit Service.

A. GoWake Access shall have the following responsibilities:

1. Operate or through contract with other parties to ensure the operation (hereinafter, "GoWake Access approved Contractor") of Microtransit Service as defined in Appendix A of this agreement. Provision of Microtransit Service under this Agreement is contingent upon the availability of a GoWake Access approved Contractor. Any material changes in the Microtransit Service, including schedule, span of service, geographic boundary, timing of service, or overall operation must be communicated to GoWake Access by the municipal partner in writing. Changes of this type would be tracked as changes to Appendix A and would be incorporated by all parties upon annual renewal. Municipal Partners may request information related to the selection and qualifications of the GoWake Access approved Contractor as needed.
2. Provide appropriate usage and placement of any identifying Microtransit Service branding materials on vehicles as agreed upon, and on any published materials.
3. Provide Americans with Disabilities Act (ADA) accessible light transit Operating vehicles (LTVs) with a seated capacity of no less than eight (8) persons, equipped with automated vehicle locators (AVL) and which comply with all applicable federal and state laws and regulations. If any vehicle intended for, or normally used for Service is inoperable, deploy another vehicle with other industry-accepted signage identifying it as a vehicle providing Microtransit Service.
4. Provide Microtransit Service is 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.

5. Provide for the maintenance, cleaning, and safe operation of all vehicles used in providing the Microtransit Service.
  6. Ensure that throughout the term of the Agreement and any extensions of the term, commercial general liability, auto and umbrella/excess insurance policies are maintained. These policies should cover personal injury and property damage on and in vehicles.
  7. Prepare and maintain on-going statistical, operational, and service data related to Microtransit Service separately from other GoWake Access 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 agreed. This information shall be provided to Knightdale, Wendell, and Zebulon quarterly or upon request.
  8. Report all passenger or vehicle accidents to Knightdale, Wendell and Zebulon by email as soon as is reasonably practical, but no more than 48 hours after the accident.
  9. Respond to all communications and requests by Knightdale, Wendell, or Zebulon within ten (10) business days. Respond to any communication or request specifically identified as "Urgent Operational Concern" by the Municipal Lead designated in Appendix C within two (2) business days.
  10. Assist where reasonably possible in the provision of information about and marketing of service. This may include reviewing and providing comments on marketing materials, participating in outreach events, and assisting with coordination with other regional transit providers.
  11. Provide Knightdale, Wendell, and Zebulon a minimum of fifteen (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. Wake County has final authority on all changes to service level. GoWake Access will attempt to maintain service on all scheduled routes dependent on available resources. Action plans for service disruptions will be communicated by email to Knightdale, Wendell, and Zebulon.
  12. Report Microtransit operating statistics to comply with deliverables outlined in the General Operating Agreement for Bus Operations – Community Funding Area Program executed between the Municipal Lead, GoTriangle, and Capital Area Metropolitan Planning Organization (Wake Transit Agreement) by the 15<sup>th</sup> of the month following service.
- B. Knightdale, Wendell, and Zebulon, the Municipal Parties, shall have the following responsibilities:
1. Pay for the annual operating costs of the Microtransit Service as stated in Appendix A, Appendix B, and Appendix C of this Agreement. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from any other party, if applicable.
  2. Pay for the cost of installing Microtransit Service branding as agreed on the vehicles operating the Microtransit Service. Knightdale, Wendell, and Zebulon are responsible for any costs associated with the removal of branding and other identifying characteristics from vehicles and the cost to install replacement GoWake Access Branding on the vehicles at the conclusion of the service agreement.
  3. Designate one of the Municipal Parties as Municipal Lead. This designation shall be for at least two (2) years and should be determined at least sixty (60) days prior to July 1 of any fiscal year.
  4. Provide employees providing Microtransit Service with access to at least **two** restroom facilities **each** 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.
  5. Determine the fare, if any, to be charged for the Microtransit Service. The initial service will be implemented fare-free. If Knightdale, Wendell, and Zebulon decide to charge a fare, the GoWake Access may pass along **the proportional** costs associated with implementation and operation. Decisions on fare collection may impact cost allocations as agreed in Appendix B of this agreement.
  6. Develop marketing of service as agreed. This may include developing, reviewing and providing comments on marketing materials, participating in outreach events, and assisting with coordination with other regional transit providers.

7. Respond to all communications and requests by GoWake Access within ten (10) business days, unless such communication or request is specifically identified by GoWake Access as an "Urgent Operational Concern," in which case Municipal Lead will respond within two (2) business days.
- C. The designated Municipal Lead shall have the following duties:
  1. Facilitate payment for the annual operating costs of the Microtransit Service as stated in Appendix A, Appendix B, Appendix C, and Appendix D of this Agreement.
  2. Respond to all communications and requests specifically identified by the GoWake Access as an "Urgent Operational Concern," within two (2) business days. The Municipal Lead shall coordinate communications with other Municipal Parties.
  3. Report all Microtransit operating statistics in compliance with the deliverables associated with the Wake Transit Operating Agreement.
  4. Coordinate and apply for future years Wake Transit funding as agreed.

#### **4. Funding and Billing**

GoWake Access will provide a monthly invoice to Municipal Lead after the end of each month of Microtransit Service. Municipal Lead shall reimburse GoWake Access after the receipt of an invoice. In the event Municipal Lead finds any part of an invoice inconsistent with this Agreement, Municipal Lead shall clearly identify and provide evidence to GoWake Access of any inconsistent or erroneous expenses within ten (10) days of receipt of an invoice and GoWake Access will work in good faith to determine if there is an error in the invoice.

#### **5. Technology**

GoWake Access agrees to install and utilize the standard technology platform, including Computer-Aided Dispatch/Automated Vehicle Locator systems (CAD/AVL), equipment for counting passenger totals, camera systems, Automated Passenger Counters (APCs), head signs, announcement systems, wi-fi routers, real-time passenger information, and communication systems between drivers and dispatch. The costs of these platforms will be included in the hourly rate.

#### **6. Termination for Failure to Perform ("Breach")**

The Parties agree that if a Party breaches any provision of this Agreement, within sixty (60) days of receipt of written notice from a non-breaching Party, the breaching Party will cure the breach to the reasonable satisfaction of the non-breaching Party if the breach can be cured. Any breach of this Agreement materially impacting operation of Microtransit Service ("Operation Breach") shall require immediate response and a plan of action to cure the breach within fifteen (15) days of receipt of written notice from a non-breaching party which clearly states that such breach is considered an Operation Breach. If the breach is not timely cured, or cannot be cured, then, the non-breaching Party may, at its election, terminate this Agreement. The Parties will cooperate on a winding down of the Microtransit Service, including reasonable notice to the public. Knightdale, Wendell, and Zebulon shall pay GoWake Access for Microtransit Service provided prior to date of termination.

#### **7. Termination for Convenience**

Any Party may terminate this Agreement at any time for any reason, provided the terminating Party provides a minimum of one hundred eighty (180) days advance written notice to the other Parties. In this event, the Parties will cooperate on a winding down of the service, including reasonable notice to the public. Municipal Leads of Knightdale, Wendell, and Zebulon shall pay GoWake Access for Microtransit Service provided prior to date of termination.

#### **8. Customer Information and Complaint Handling**

- A. GoWake Access will utilize existing customer service and dispatch staff during all hours of operation to respond to inquiries about immediate operational concerns. GoWake Access will work to resolve complaints within forty-eight (48) hours of receipt, with follow-up to the complainant within one week after receipt. GoWake Access will maintain a separate complaint log that will include both the nature of the complaint and the resolution thereof and share with Municipal Lead monthly.
- B. Knightdale, Wendell, and Zebulon agree to receive and respond to customer comments on overall Microtransit

Service needs. The Municipal Lead will coordinate discussions on how these comments should affect future services and funding.

**9. Further Agreements**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with due diligence to provide for and carry out the purpose of this Agreement.

**10. Amendment**

Any modification of this Agreement shall be made by Written Agreement.

**11. Notices**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoWake Access:                    Contracts Administrator  
Wake County Health & Human Services  
MD# 112  
PO Box 46833  
Raleigh, NC 27620-6822

If to the Town of Wendell:            Town of Wendell  
950 Steeple Square Court  
Knightdale, NC 27545

If to the Town of Knightdale:        Town of Knightdale  
950 Steeple Square Court  
Knightdale, NC 27545

If to the Town of Zebulon:            Town of Zebulon  
1003 N. Arendell Avenue  
Zebulon, NC 27597

**12. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

**13. Dispute Resolution**

In the event a dispute arises between the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach an agreement, then either Party may adjudicate their dispute as allowed by North Carolina State Law.

**14. Force Majeure**

The Parties shall not be liable to each other for any failure, delay, or interruption of Microtransit Service or for any failure or delay in the performance of any obligation under this contract due to strikes, walkouts, unusual adverse weather, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, or other similar acts beyond the reasonable control of the Parties (“Force Majeure Event”). In the event a Party believes a Force Majeure Event has occurred (“Invoking Party”), the Invoking Party shall provide written notice to the other Party within fifteen (15) days of the date on which the Invoking Party determines that the Force Majeure Event will render performance to be impossible (including temporary delays). Thereafter, the Invoking Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting the specific performance noticed and

to complete its performance in as timely a manner as is reasonably possible. In no event shall the delayed performance be longer than the duration of the noticed Force Majeure Event without the joint written approval of the other Party.

#### **15. Verification of Work Authorization**

All Parties, and any permitted contractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

#### **16. Compliance with Federal Laws and Regulations**

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324); and any other federal provisions required by law.

#### **17. Representations and Warranties**

The individuals signing the Agreement have the right and power to do so and bind their respective parties to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

#### **18. Indemnification**

To the fullest extent permitted by law, GoWake Access shall indemnify and hold harmless Knightdale, Wendell and Zebulon, their elected officials, officers, and employees, from and against any and all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by GoWake Access or GoWake Access's approved Contractor of any term or condition of Agreement, (b) any breach or violation by GoWake Access or GoWake Access's approved Contractor of any applicable law or regulation, or (c) any other cause resulting from any act or failure to act by GoWake Access or GoWake Access's approved Contractor under this Agreement, but only to the extent caused by any negligence, act, or omission of GoWake Access or GoWake Access's approved Contractor. This indemnification shall survive the termination of Agreement.

#### **19. Independent Contractor**

GoWake Access's approved Contractor is an independent contractor and is solely responsible for its services and the supervision of its employees and permitted subcontractors. All persons assigned to provide Microtransit Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of GoWake Access's approved Contractor only. The parties agree that GoWake Access's approved Contractor will be responsible for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law.

#### **20. Public Records**

All Parties acknowledge that records in the custody of the GoWake Access, Knightdale, Wendell, and Zebulon may be public records and subject to public records requests. GoWake Access, Knightdale, Wendell, and Zebulon may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by GoWake Access's approved Contractor, the Parties will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as "trade secret" or "confidential" at the time of initial disclosure by the Contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).

#### **21. Entire Agreement; Amendments to Agreement**

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written amendment signed by all Parties.

## **22. Non-Exclusive Remedies/No Waiver**

The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

## **23. Survival**

All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

## **24. No Waiver of Immunity**

Nothing in this Agreement shall be construed to mandate purchase of insurance by GoWake Access, Knightdale, Wendell, or Zebulon pursuant to N.C.G.S. 160A-485 or to in any way waive GoWake Access's, Knightdale's, Wendell's, or Zebulon's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of either GoWake Access, Knightdale, Wendell, or Zebulon shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

## **25. Nondiscrimination**

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Agreement.

## **26. No Third -Party Beneficiaries**

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

## **27. Electronic Signatures**

Parties acknowledge and agree that the electronic signature application DocuSign may be used to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes Party's signature as if signed in writing. Parties also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

## **28. Recitals**

The Recitals are incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have agreed and executed this Agreement.

<b>TOWN OF KNIGHTDALE</b>	<b>WAKE COUNTY / GOWAKE ACCESS</b>
<p>By: _____ Knightdale Town Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Town of Knightdale Finance Director or designee</p> <p>Approved as to form:</p> <p>By: _____ Knightdale Town Attorney or designee</p>	<p>By: _____ Annemarie Maiorano, AICP, Deputy Director, Wake County Health &amp; Human Services</p> <p>By: _____ Antonia Pedroza, Interim Director, Wake County Health &amp; Human Services</p> <p>The person responsible for monitoring the contract performance requirements is Anita Davis. Department Head Initials: _____</p> <p>By: _____ Wake County Manager or designee</p> <p>Date: _____</p>
<b>TOWN OF ZEBULON</b>	<b>TOWN OF WENDELL (FY 25 AND FY 26 LEAD PARTNER)</b>
<p>By: _____ Zebulon Town Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Town of Zebulon Finance Director or designee</p> <p>Approved as to form:</p> <p>By: _____ Zebulon Town Attorney or designee</p>	<p>By: _____ Wendell Town Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Town of Wendell Finance Director or designee</p> <p>Approved as to form:</p> <p>By: _____ Wendell Town Attorney or designee</p>



**Appendix A – FY 2025 Microtransit Service Costs and Parameters**

The Parties agree to the following for Fiscal Year 2025.

**Anticipated Cost of Services**

	Annual Operating Cost	Annual Technology Cost	Annual Fuel Cost	Annual Total Cost of Service	Expected Wake Transit Match CFA Funding
Combined Town Cost	\$294,378.05	\$19,539.00	\$41,613.36	\$355,530.41	\$177,765.21
Wake County / GoWake Access Cost	\$59,328.15	\$3,938.00	\$8,386.64	\$71,652.79	
Total Cost	\$353,706.20	\$23,477.00	\$50,000.00	\$427,183.20	

**Anticipated Parameters of Service**

- Span of Revenue Service - Monday – Friday 6:00 AM to 7:00 PM
- Four vehicles will be allocated to service.
- Holidays - Microtransit Service will not operate on New Year’s Day, Martin Luther King Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Good Friday, Juneteenth Holiday, and Veterans Day.
- The service will not charge a fare to riders. All Parties must agree prior to a fare being charged.
- Residents will use a mobile application or call 919-211-7005 to book a ride. GoWake Access will provide instructions on how to download and use mobile applications.

**FY 2025 Cost Control Strategy**

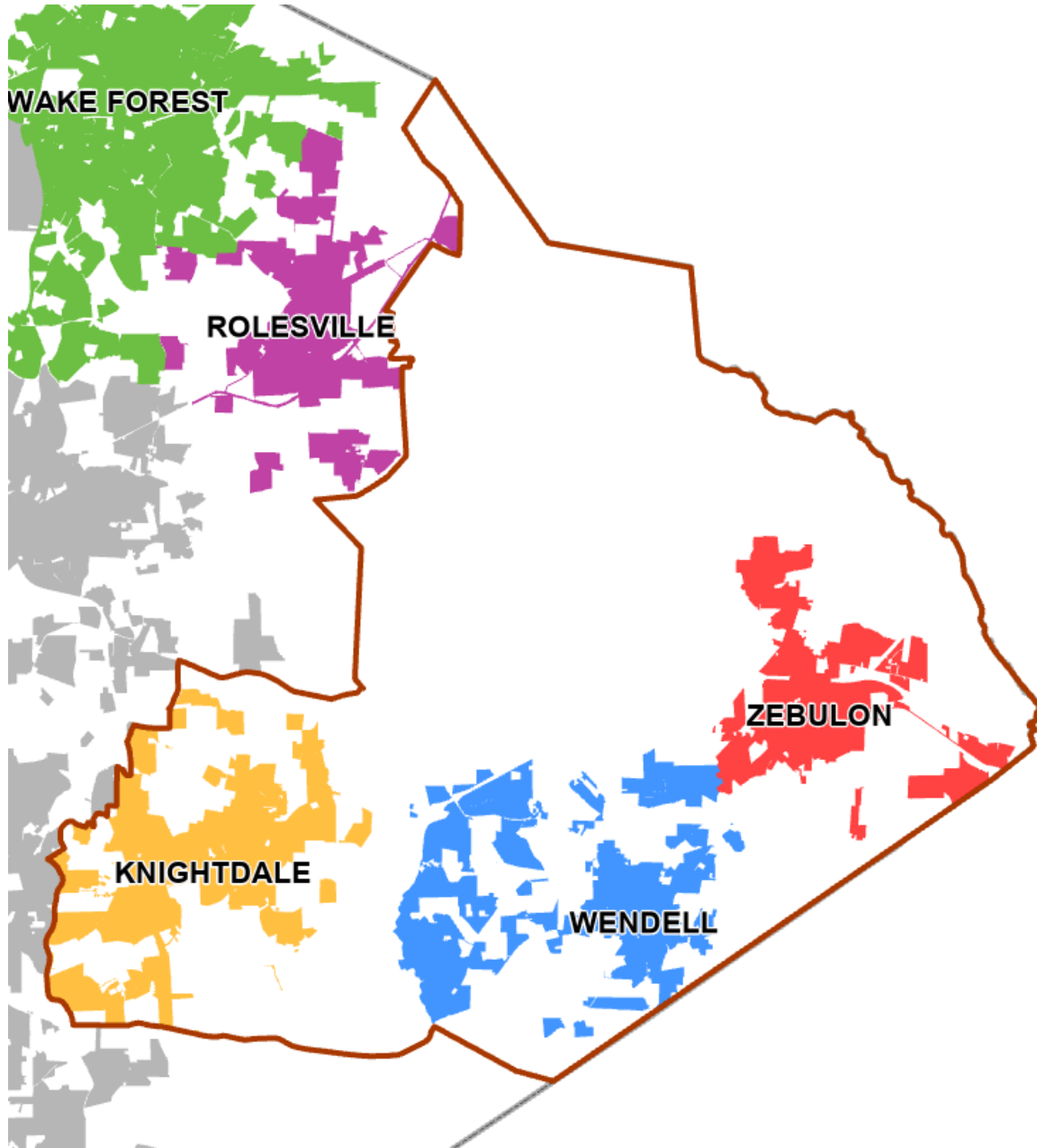
To ensure that service costs stay within budgeted amounts, GoWake Access will track and analyze the completed trips over the first 30 days of operation and determine a set number of trips that can be provided monthly. GoWake Access will work within its technology system to cap or limit the number of monthly trips to a set amount to allow twelve (12) months of service. GoWake Access will provide the details on the implications of strategy, specifically the number of trips provided compared to trips requested and vehicle availability, to the Municipal Parties. All Parties will review the materials to determine the best solutions. GoWake Access will adjust the monthly trip limits in coordination with the Municipal Lead throughout FY 2025.

**FY 2025 Wake Transit Interim Budget**

GoWake Access will work with Wake Transit to maximize Wake Transit funds allocated to the Microtransit services delivered in early FY 2025. This issue is expected to be unique to FY 2025.

**FY 2025 Starting Service Boundary Map**

Services will be provided in the areas within the boundary shown. Boundaries may be adjusted by each party within their jurisdiction through a written request to GoWake Access. All Parties shall meet annually to review the service boundary.



**Appendix A - Acknowledgement and Approval**

<b>Party</b>	<b>GoWake Access</b>	<b>Wendell</b>	<b>Knightdale</b>	<b>Zebulon</b>
<b>Initials</b>				
<b>Date</b>				

**Appendix B – FY 2025 Microtransit GoWake Access Invoice Process**

For fiscal year FY 2025

- The Town of Wendell shall be designated as the Municipal Lead for the period prior to the start of services (remainder of FY 2024), plus a two-year period until June 2026 (FY 2025 and FY 2026).
- Municipal Lead will receive all invoices from GoWake Access. GoWake Access will send invoices to the Municipal Lead monthly within fifteen (15) days of completion of service.
- GoWake Invoices will include costs for all services as outlined in Appendix A but will not include the percentage amount estimated to be associated with trips from County jurisdiction. From the start of service until at least four (4) months of active service with the FY 2025 service boundary the County percentage will be 16.77%.
- Invoices from GoWake Access should be paid within thirty (30) days of receipt.
- After four (4) months of active service, GoWake and the Municipal Parties may consider adjusting the county percentage based on reported ridership. A change in this rate must be approved by all Parties and requested in writing by the Municipal Lead.
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**FY 2025 Starting GoWake Access Estimated Trip Percentage**

Jurisdiction	Percent Estimated Trips
Wake County / GoWake Access	16.77%
Municipal Parties	83.27%

**Appendix B - Acknowledgement and Approval**

<b>Party</b>	<b>GoWake Access</b>	<b>Wendell</b>	<b>Knightdale</b>	<b>Zebulon</b>
<b>Initials</b>				
<b>Date</b>				

**Appendix C – FY 2025 Microtransit Knightdale, Wendell, Zebulon Cost Allocation**

- The Town of Wendell shall be designated as the Municipal Lead for the period prior to the start of services (remainder of FY 2024), plus a two-year period until June 2026 (FY 2025 and FY 2026).
- The Municipal Lead will invoice the other Municipal Parties at least twice annually. These invoices are anticipated to be sent out in August and January.
- The amount of the invoices shall be based on each municipal party’s expected cost share and each municipal party’s adopted budget. The Municipal Lead shall coordinate with all municipal Parties prior to sending invoices.
- Invoices from the Municipal Lead should be paid within thirty (30) days of receipt.
- The Municipal Parties agree to split costs equally in FY 2025. All Municipal Parties anticipate paying around 1/6 or 16.77% of the costs associated with trips not attributable to the County’s jurisdiction. The Municipal Parties will not change this Municipal Party cost split in FY 2025.

**FY 2025 Starting Municipal Party Cost Split**

Jurisdiction / Agency	Pre-FY 2025 Estimated Trip %	FY Estimated Cost %
Town of Knightdale	21%	16.77%
Town of Wendell	22%	16.77%
Town of Zebulon	41%	16.77%
Wake Transit		50.0%

**Appendix C - Acknowledgement and Approval**

<b>Party</b>	<b>Wendell</b>	<b>Knightdale</b>	<b>Zebulon</b>
<b>Initials</b>			
<b>Date</b>			

**Appendix D – FY 2025 Microtransit Wake Transit Allocation**

- The Town of Wendell shall be designated as the Municipal Lead for the period prior to the start of services (remainder of FY 2024), plus a two-year period until June 2026 (FY 2025 and FY 2026).
- The Municipal Lead shall enter in to and maintain all agreements required to request Wake Transit Reimbursement.
- The Municipal Lead shall determine how frequently Wake Transit reimbursement will be requested. The Municipal Lead will coordinate with GoWake Access to complete needed reporting to submit reimbursement requests. The Municipal Lead will submit all forms needed to process Wake Transit reimbursement.
- The Municipal Lead will coordinate with GoWake Access to manage the monthly trip cap to correctly balance the provision of trips with available resources.
- The Municipal Lead is responsible for ensuring that adequate resources are available to reimburse GoWake Access for non-Wake County jurisdiction trips.

**Appendix D - Acknowledgement and Approval**

<b>Party</b>	<b>Wendell</b>
<b>Initials</b>	
<b>Date</b>	