

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: February 3, 2014

SUBJECT: Henderson County Transit Contract Extension

PRESENTER: John Mitchell, Business and Community Development Director

ATTACHMENTS: Draft Transit Contract Extension

SUMMARY OF REQUEST:

The Board of Commissioners previously authorized staff to enter into a contract for public transit services with Western Carolina Community Action (WCCA) on May 17, 2011. The contract established hourly service rates and payment caps for the provision of public transit services. The original term of the contract was three years and included options for two separate one-year extensions. The original contract ends June 30, 2014.

County Staff met with David White, WCCA's Executive Director, on December 19, 2013 to discuss the potential for a contract extension. On January 10, 2014, Mr. White communicated to staff WCCA's willingness to extend the contract under the existing rates and contract caps.

The negotiated contract rate for FY 2015 represents an overall cost increase of 4.08% (\$24,760 increase) from FY 2014 to FY 2015 (see Table 1 below for cost specifications). Based on existing service demand (particularly increased demand for paratransit services) and the cost protections afforded the County through negotiated contract caps, staff recommends approval of the attached contract extension. Henderson County legal staff has reviewed the proposed attached transit contract extension.

Year	FY 2014 (Current)	FY 2015 (Extension 1)
Transit Services Cap	\$524,411	\$542,865
Paratransit Services Cap	\$82,134	\$88,440
Total Maximum Cost for Services	\$606,545	\$631,305
Rates Per Hour	\$57.58 (Transit) \$42.12 (Paratransit)	\$59.60 (Transit) \$44.22 (Paratransit)

BOARD ACTION REQUESTED:

Staff requests the Board of Commissioners authorize the transit contract extension.

Suggested Motion:

I move the Board authorize the County manager to execute the proposed transit contract extension for public transit services, which will extend the contract through June 30, 2015.

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**HENDERSON COUNTY TRANSIT RENEWAL CONTRACT
AND AMENDMENT**

This Agreement made and entered this the ___ of _____, 2014, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the "COUNTY") and **Western Carolina Community Action** (hereinafter the "SERVICE PROVIDER"), a nonprofit organization is a renewal of the original agreement signed on May 17, 2011 by the parties.

Witnesseth

WHEREAS the County and the Service Provider have had an agreement for transit services since 17 May, 2011;

WHEREAS the County is desirous to contract with the Service Provider for the continuance of these services; and

WHEREAS the previous agreement allows the County and the Service Provider to renew the agreement;

NOW THEREFORE, for valuable consideration and mutual promises, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DURATION:** The renewal agreement shall last for one year from July 1, 2014 to June 30, 2015. This reflects the original contract that allowed two separate one-year renewals. After this renewal the original contract may be renewed for one additional year.
2. **HOURS AND RATE:** The paratransit services cap for FY2015 shall be 2,000 hours at a rate of \$44.22 per hour.
3. **HOURS AND RATE:** The transit services cap for FY2015 shall be 9,108 hours at a rate of \$59.60 per hour.
4. **ORIGINAL TERMS:** All terms established in the Original Agreement shall remain in effect for the duration of this Agreement.
5. **EXAMINATION AND RETENTION OF RECORDS.** SERVICE PROVIDER shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for the COUNTY under this CONTRACT on file for at least three (3) years following the date of final payment to the SERVICE PROVIDER by the COUNTY. All records stored on a computer database must be of an updated format compatible with the COUNTY's software systems. Any duly authorized representative(s) of the COUNTY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during SERVICE PROVIDER's usual and customary business hours. SERVICE PROVIDER shall provide proper facilities to the COUNTY representative(s) for such access and inspection. Further, any duly authorized representative(s) of the COUNTY shall be permitted to observe and inspect any or all of SERVICE PROVIDER's facilities and activities during SERVICE PROVIDER's usual and customary business hours for the purposes of evaluating and judging the nature and extent of SERVICE PROVIDER's compliance with the provision of this CONTRACT. In such instances, the COUNTY representative(s) shall not interfere with or disrupt such activities.

IN WITNESS WHEREOF, each party has caused this extension to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

On this the ___ day of _____, 2014.

HENDERSON COUNTY

By: _____
Steve Wyatt, County Manager
SERVICE PROVIDER

By: _____
David White, Executive Director, WCCA

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Notary Public of the County and State aforesaid certify that Steve Wyatt, personally came before me this day and acknowledged that he is the County Manager for Henderson County, a corporation and body politic, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its.

WITNESS my hand and notarial seal this _____ day of _____, 2013.

Notary Public: _____
Print or type name: _____
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that he is the _____ of Western Carolina Community Action (WCCA), a lawful corporation under the regulations of North Carolina, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by himself as its _____.

WITNESS my hand and notarial seal this _____ day of _____, 2013.

Notary Public: _____
Print or type name: _____
My Commission Expires: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a)

By: _____

Date: _____

Name (Print): _____
Henderson County Finance Director