

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE
INTERLOCAL TRANSIT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE INTERLOCAL TRANSIT SERVICES AGREEMENT (this "Second Amendment") is made and entered into as of the date of the last signature below and is effective as of July 1, 2025, by and between Union County, a political subdivision of State of North Carolina (hereinafter referred to as "Union County" or the "Partner"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and Union County entered into an Interlocal Transit Services Agreement, effective as of October 1, 2023, and assigned City of Charlotte contract number 2024000318 (the "Agreement"), pursuant to which the City agreed to provide regional commuter bus services between Charlotte and Union County.
- B. Section 8.1 of the agreement, entitled "Term" states that Union County and City of Charlotte have the option to extend the agreement for up to four (4) years beyond the initial one (1) year term.
- C. Section 8.4 of the agreement, entitled "Termination" states the agreement may be terminated upon 125 days written notice to the other party. If Union County is the terminating party, that section also requires Union County to pay the City of Charlotte 50% of the total "Termination Costs" incurred by Charlotte to terminate the Agreement, in addition to paying all invoices for "Net Monthly Costs" through the date of termination.
- D. Effective as of July 1, 2024, the parties executed a First Amendment to the Agreement, which extended the Agreement for the first of four (4) one-year renewal terms and made other changes to the Agreement.
- E. The parties now desire to amend the Agreement to (i) extend the term of the Agreement by the second of four (4) one-year renewal terms, (ii) update costs in Section 5.3 of the Agreement for fiscal year 2026, and (iii) incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Agreement are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 3. The parties acknowledge and agree that the Agreement has been in effect at all times from October 1, 2023 through the present, and that all purchases made during the period from October 1, 2023 through the date of this Amendment are covered by the Agreement.
- 4. This Second Amendment extends the term of the Agreement by the second of four (4) one-year renewal terms, so that the Agreement will now expire on June 30, 2026.
- 5. As of July 1, 2025, the Costs and Charges payable under Section 5.3 of the Agreement for the 2026 fiscal year are adjusted as follows: Partner's annual cost for the period starting July 1, 2025 shall not exceed One Hundred and Twelve Thousand and One Hundred and Thirty-Two Dollars (\$112,132), without written amendment hereto, duly executed by both parties. Partner's estimated annual cost is Ninety-Six Thousand and Two Hundred and Eleven Dollars (\$96,211), which includes and estimated fare revenue of Thirty-One Thousand and Eight Hundred and Forty-Two Dollars (\$31,842),

Contract# 2024000318:

Amendment# 2:

Vendor# 129787:

6. Except to the extent specifically provided above, this Second Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Agreement.
7. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

UNION COUNTY

CITY OF CHARLOTTE

BY: _____
(signature)

BY: _____
(signature)

PRINT NAME: Brian W. Matthews

PRINT NAME: _____

TITLE: County Manager

TITLE: _____

DATE: _____

DATE: _____

Approved as to Legal Form RLM

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

Deputy Finance Officer