APPLE COUNTRY TRANSIT SERVICE FUNDING AGREEMENT

This AGREEMENT made and entered into the ___ day of _____, 20____ by and between the **Town of Fletcher, North Carolina**, a North Carolina municipal corporation hereinafter referred to as the "Town", and **Henderson County, North Carolina,** a body politic and corporate, hereinafter referred to as the "County." Together, they shall be referenced as "the parties."

WHEREAS, The County operates a public transit system consisting of fixed route bus transit and paratransit services, known as the Apple Country Public Transit system; and

WHEREAS, The County has requested that each jurisdiction where public transit services are provided pay a proportional share of operational costs for riders from the jurisdiction; and

WHEREAS, The parties have previously agreed on terms for funding of operational costs of the Apple Country Public Transit system on an annual basis; and

WHEREAS, The parties now desire to enter into a multi-year agreement.

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. **Purpose**. The purpose of this Agreement is to set forth the terms and conditions under which the County-funded public transit system, Apple Country Public Transit, will be partially funded by the Town based upon a ridership formula.
2. **County's Responsibilities**. The County will:
    a. Operate the Apple Country Public Transit system as described in Exhibit A (the "Transit Services"), attached hereto and incorporated by reference.
    b. Manage the Transit Services in accordance with its regular procedures and as may be further specified in this Agreement.
    c. Compile service data for routes serving the Town of Fletcher and report such data to the Town at least annually, and in the same format in which it is compiled for the County's planning needs, or otherwise already reported to the Town.
    d. Notify the Town of any major changes to Town-funded Transit Services, including changes in fares or significant changes or restructurings to existing routes serving the Town of Fletcher.
3. **Town's Responsibilities**. The Town will:
    a. Pay, based on annual invoices from the County, according to the Fee Schedule as described in Exhibit B, attached hereto and incorporated by reference. The fees paid by the Town to the County pursuant to this Agreement represent 50 percent of the operational cost per rider in the Town of Fletcher.
4. **Term**. This Agreement shall commence on July 31, 2025, and shall remain in effect until June 30, 2028, unless extended or earlier terminated pursuant to the terms of this Agreement. Extension cannot be calculated until the County rebids the transit system for service for fiscal year 2029.
5. **Termination**. Either party may terminate this Agreement for its convenience, upon 180 calendar days' written notice to the other party, such written notice delivered by certified mail, and a

return receipt requested. Upon the effective date of termination for convenience, the Town shall pay the County for all Transit Services actually provided during the then-current fiscal year.

6. **Invoices and Payment**.

    a. The County will invoice the Town annually for Transit Services, in accordance with Exhibits A and B, on or after July 1 of the previous fiscal year. As an example, for Year 1 of this Agreement, fiscal year 2025-2026, the County may invoice the Town no earlier than July 1, 2024.

    b. After receipt of an invoice, the town shall make payment within sixty (60) days of the start of the billed fiscal year (August 30, 2025, for the FY26 bill). Payment shall be made by check delivered by personal delivery, mail, or reliable commercial delivery service to 100 N King Street, Hendersonville, NC 28792, c/o Janna Bianculli, Assistant Planning Director.

    c. Invoices shall be sent by email to the Assistant Town Manager prior to the adoption of the upcoming fiscal year budget.

7. **Mutual Indemnification**. To the fullest extent permitted by law, each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, elected officials, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of, such indemnifying party. This term shall survive any termination or expiration of this Agreement.

8. **Insurance**. The County shall name the Town as an additional insured on all insurance policies related to the operation of the Transit Services, and shall require any of its transportation vendors to name the Town as an additional insured for the same. The County shall provide a certificate of insurance to the Town evidencing the coverages held and naming the Town as an additional insured.

9. **Independent Employer**. The County is solely responsible for its services and the supervision of its employees and subcontractors. All persons assigned by the County to provide the Transit Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees or subcontractors of the County only. The County's subcontractors shall assume the sole and exclusive responsibility 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.

10. **No Waiver of Immunity**. Nothing in this Agreement shall be construed to waive either party'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 party 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.

11. **Miscellaneous Provisions**

    a. **Force Majeure**. Neither party shall be liable to the other for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation

under this Agreement due to strikes, walkouts, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, governmental declared emergency, or other similar acts beyond the reasonable control of the Parties.

b. **Assignment**. Neither party may assign or otherwise transfer any interest in this Agreement without the prior written approval of the other party.

c. **No Third-Party Beneficiaries.** There shall be no intended or incidental third-party beneficiaries of this Agreement.

d. **Entire Agreement**. This Agreement and all attachments constitute and represent the complete and entire agreement between the parties and supersede all previous communications, either written or verbal with respect to the subject matter of this Agreement.

e. **Notices**. Any notices under this Agreement shall be sent to the parties at the following addresses:

For the Town:	**For the County:**
ATTN: Mark Biberdorf, Town Manager	ATTN: Janna Bianculli, Asst. Planning Director
Town of Fletcher	Henderson County
300 Old Cane Creek Road	100 N King Street
Fletcher, NC 28732	Hendersonville, NC 28792

f. **Counterparts**. This Agreement may be executed in two counterparts, either of which shall be regarded for all purposes as an original.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this _____ day of _____, 20_____.

Henderson County

BY:_____(SEAL)
Signature

_____
Printed Name and Title

Town of Fletcher

BY:_____(SEAL)

_____
Printed Name and Title

EXHIBIT A

Description of Transit Services

The Apple Country Public Transit system consists of fixed route services and complementary paratransit services as follows:

Operating Hours: Buses operate Monday through Friday from 6:30 a.m. to 6:30 p.m. Times vary on individual routes. There is no or limited service on County observed holidays.

Fixed Route Service: The Apple Country Public Transit system includes three fixed bus routes:

> **White Route (Route 1) –** Operates mainly in Hendersonville commercial and residential areas east of I-26 and connects with the downtown transfer point.
>
> **Red Route (Route 2)** – Operates in downtown Hendersonville and surrounding neighborhoods west of Interstate 26 and includes service to Blue Ridge Community College and East Flat Rock.
>
> **Blue Route (Route 3)** – Operates in a north/south alignment along Highway 25/Highway 25 Business between downtown Fletcher and Hendersonville and includes service to the Asheville Airport and a connection with Asheville Transit.

Paratransit Service: One paratransit vehicle is in service during normal operating hours. Paratransit services are provided within three-quarters of a mile of the fixed route service.

Stops and Other Infrastructure: The County maintains existing bus stops, shelters, signposts, benches, and related infrastructure, as well as plans for the placement of new stops and other infrastructure. Currently, there are 116 total bus stops in the system, with 10 stops in the Town of Fletcher. The County may add, move, or reduce stops and other infrastructure during the term of this Agreement as it deems necessary.

System Planning and Administration: The County is responsible for all planning and administration activities related to the Apple Country Public Transit system, including but not limited to: the planning of routes, hours of operation, bus stop locations, collecting fares, advertising, the provision and maintenance of vehicles, the provision and management of vehicle operators, and all other activities necessary to provide the fixed route and paratransit services.

EXHIBIT B

Fee Schedule

All fees are based on a proportional share of fixed route bus stops and ADA-required paratransit trips in the Town of Fletcher, as follows:

County total fixed route stops:	116
Fixed route stops in Fletcher:	10
Percent of total stops in Fletcher:	**8.6%**
County total ADA required paratransit trips:	1,341
Paratransit trips in Fletcher:	291
Percent of total paratransit trips in Fletcher:	**22.0%**

Fixed Route Transit Fees

	Year 1 FY 2025-2026	**Year 2 FY 2026-2027**	**Year 3 FY 2027-2028**
Total Local Match Req.:	$469,241	$487,718	$507,008
Operational Cost in the Town of Fletcher:	$36,407	$42,045	$43,708
Town's Fixed-Route Fee:	**$18,203**	**$21,022**	**$21,854**

ADA Required Paratransit Fees

	Year 1 FY 2025-2026	**Year 2 FY 2026-2027**	**Year 3 FY 2027-2028**
Total Local Match Req.:	$87,343	$91,066	$95,146
Operational Cost in the Town of Fletcher:	$18,954	$15,398	$16,088
Town's Paratransit Fee:	**$9,476**	**$7,699**	**$8,043**

Town's Total Fees for Both Modes

	Year 1 FY 2025-2026	**Year 2 FY 2026-2027**	**Year 3 FY 2027-2028**
Total Local Match, Both Modes:	$556,584	$592,709	$602,154
Town's Total Fee:	**$27,680**	**$28,721**	**$29,898**

Total Due after July 1, 2025: $27,680.

It is understood that the County may increase or decrease the number of fixed route bus stops and ADA-required paratransit trips in its regular management of the Transit Services. However, all fees during the term of this Agreement paid by the Town to the County shall be as expressly stated in this Fee Schedule. The County may ask for an adjustment to this Fee Schedule if additional routes are created beyond the one route that currently serves the Town. Said adjustment shall be made only by a written amendment through mutual consent of the parties.