

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE WAKE COUNTY BOARD OF EDUCATION
AND CMC TRANSPORTATION, LLC
FOR SPECIAL TRANSPORTATION SERVICES**

For good and valuable consideration, the adequacy of which is expressly acknowledged, and in light of hardships imposed on both parties by the coronavirus pandemic, the Wake County Board of Education (hereinafter “WCBOE” or “WCPSS”) and CMC Transportation LLC (hereinafter “Vendor”) hereby agree to the following amendment to the five-year agreement between WCPSS and Vendor made and entered into by the parties on the 16th day of April, 2019, as previously amended on the 28th day of May, 2020 and the 16th day of July, 2020 (collectively, the “2019-2024 Agreement”):

1. One-Time Supplemental Payment to Vendor. The parties acknowledge that the COVID-19 pandemic has imposed burdens and challenges on Vendor that were not contemplated when the original agreement between the parties was executed, including additional sanitation requirements, the loss of employees during a prior state-mandated school closure period and the resultant need to recruit, train, and hire new employees to provide services under the 2019-2024 Agreement, and other unexpected challenges. In consideration for this additional work and in full satisfaction, discharge, and release of any actual or potential claims on the part of Vendor to additional compensation of any kind under any legal theory for services rendered up to and including the date of this amendment (including but not limited to any claims arising under Section 18006 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136 (March 27, 2020) and/or any claims based on legal or equitable theories such as force majeure, impossibility or impracticality of performance, unconscionability, mistake, quantum merit, unjust enrichment, or any variety of estoppel), WCPSS agrees to make a one-time payment to Vendor in the amount of Thirty-Eight Thousand, Three Hundred Ninety-Eight Dollars and Fifty Cents (\$38,398.50) by no later than June 30, 2021. At WCPSS’s discretion, said payment shall be made by separate check or, in full or in part, by the reduction or elimination (as appropriate) of one or more deductions from Vendor’s normal compensation as required under the May 28, 2020 amendment to the 2019-2024 Agreement to offset a prior pay advance.
2. Effective Date. This contract amendment becomes effective upon execution of both parties as indicated below.
3. Other Terms and Conditions Unchanged. Except as expressly provided herein, the terms and conditions of the 2019-2024 Agreement remain unchanged and in full force and effect. In particular, all provisions in the 2019-2024 Agreement requiring Vendor to provide prompt, timely, and safe transportation services as requested by WCPSS and all provisions related to liquidated damages for failure to meet certain specifications in the 2019-2024 Agreement remain in full force and effect and will be enforced by WCPSS throughout the contract term. Vendor acknowledges and agrees that it remains bound by such provisions and all other terms and conditions of

the 2019-2024 Agreement and will use the funds disbursed pursuant to Section 2 of this contract amendment to ensure that it is able to meet all contract requirements of the 2019-2024 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the 2019-2024 Agreement through their duly authorized representatives on the dates recorded below.

CMC TRANSPORTATION, LLC

Signature of President or Other Authorized Corporate Officer: _____ [SEAL]

Printed Name and Title of President Or Other Authorized Corporate Officer: _____

Date: _____

ATTEST:

Signature of Corporate Secretary or
Other Authorized Corporate Officer:

Printed Name and Title of Corporate Secretary
or Other Authorized Corporate Officer:

Date:

WAKE COUNTY BOARD OF EDUCATION

Signature of Board Chair:

_____ [SEAL]

Printed Name of Board Chair:

Keith Sutton

Date:

ATTEST:

Signature of Superintendent:

Printed Name of Superintendent:

Cathy Moore

Date:

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

(Date)

(Signature of finance officer)