

**AGREEMENT FOR PROVISION OF
ADA COMPLEMENTARY PARATRANSIT SERVICES**

THIS AGREEMENT FOR PROVISION OF ADA COMPLEMENTARY PARATRANSIT SERVICES is entered into this ___ day of _____, 2021, (the “Agreement”) by and between York County, a political subdivision of the Commonwealth of Virginia (the “County”) whose address is _____ Yorktown, Virginia 23692, and Williamsburg Area Transit Authority, a political subdivision of the Commonwealth of Virginia (“WATA”) whose address is 7239 Pocahontas Trail, Williamsburg, Virginia 23185, recites and provides as follows:

RECITALS

WHEREAS, WATA is a regional transit authority that serves areas within the City of Williamsburg, the County of James City, and portions of York County, and is a political subdivision governed by Title 33.2-3300 *et seq.* of the Virginia Code; and

WHEREAS, pursuant to the Virginia Code, WATA may enter into contracts or agreements with outside entities to finance and maintain mass transit services, as well as the construction and operations of the transit facilities; and

WHEREAS, the County leases a bus trolley from WATA pursuant to a Lease and Purchase Option Agreement dated _____ (the “Trolley Lease”)

WHEREAS, the purpose of the Trolley Lease is to allow the County to provide a fixed-route public transportation service for visitation in Yorktown, Virginia (the “Yorktown Trolley Service”); and

WHEREAS, in connection with the Yorktown Trolley Service the County is required to provide complementary paratransit services (“ADA Services”) under the Americans with Disabilities Act of 1990 (the “ADA”); and

WHEREAS, the County desires to contract with WATA for the operation of the ADA Services as required by law along the Yorktown Trolley Service route.

NOW THEREFORE, for and in consideration of the foregoing, the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. WATA shall provide and supervise the ADA Services during scheduled times of the Yorktown Trolley Service. The service route and schedule is included as Exhibit A to this Agreement. The ADA Services can be changed by WATA to comply

with applicable law and to correspond to any changes to the Yorktown Trolley Service route or schedule. The County shall provide no less than sixty (60) days prior written notice to WATA of any changes to the York Trolley Service schedule or route.

2. The ADA Services will be provided pursuant to WATA's ADA Services Manual as it may be amended or revised from time to time (the "ADA Service Manual") and WATA shall keep all records associated with the ADA Services. A copy of the ADA Service Manual is available from WATA by request.

3. This Agreement shall be for an initial term of ten (10) months commencing on September 1, 2021 and lasting until June 30, 2022. Unless either party gives written notice to the other, this Agreement shall automatically renew for an additional twelve (12) month term, beginning on July 1, 2022. This Agreement may renew up to four (4) times, and each renewal shall be subject to all terms, conditions, promises, and agreements herein contained.

4. Either party may terminate this Agreement at the end of the initial term or any renewal term by giving not less than ninety (90) days' written notice prior to the end of the then current term. However, should the County fail to complete performance of the conditions of this Agreement, then WATA may terminate this Agreement by giving ten (10) days' written notice to the County. If at any time the Trolley Lease is terminated, WATA may terminate this Agreement as of the date that the Trolley Lease is terminated.

5. The fee for ADA Services for the initial term of this Agreement is the \$1,725 per month. If this Agreement is renewed, the County Administrator for the County (the "Administrator"), or designee, and the WATA Executive Director (the "Executive Director"), or designee, shall agree in writing upon the costs for ADA Services for each renewal term no later than 30 days prior to the commencement of the renewal term. If the parties do not agree to new pricing prior to the commencement of any renewal term, pricing will remain the same until the parties agree on a new pricing structure, which shall apply retroactively to the beginning of any renewal term. If the parties have not agreed to a new pricing structure within thirty (30) days after the commencement of a renewal term, WATA may terminate this agreement on thirty (30) days written notice. Notwithstanding anything to the contrary, WATA may by fifteen (days) written notice increase the Monthly Service Fee to account for increases in fuel costs. All other changes to the Monthly Service Fee shall be made at the time of renewal as set forth above.

6. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

7. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by both parties.

8. The parties agree that the provisions of this Agreement are binding upon the parties, their employees, agents, heirs, successors, and assigns.

9. Except in circumstances directly impacting the health, safety or welfare of people, WATA and the County agree to attempt to resolve all disputes by negotiation prior to initiating any litigation regarding this Agreement. In the event of dispute, a party shall provide written notice (a "Dispute Notice") to the other of the matter at issue (the "Dispute") and thereafter the parties shall attempt to resolve the Dispute through negotiations. If the Dispute is not resolved within two weeks of the date of the Dispute Notice, either party may initiate legal action to resolve the Dispute at any time thereafter.

10. WATA may assign or subcontract its rights and duties under this Agreement. If WATA assigns or subcontracts for provision of the ADA Services it will notify the County; provided, however, any failure by WATA to provide such notice shall not affect the validity of any such assignment or subcontract.

11. The parties agree that the Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of James City County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

12. This Agreement constitutes the entire agreement between the WATA and the County with respect to the subject matter hereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Parties have signed and sealed this Agreement.

YORK COUNTY

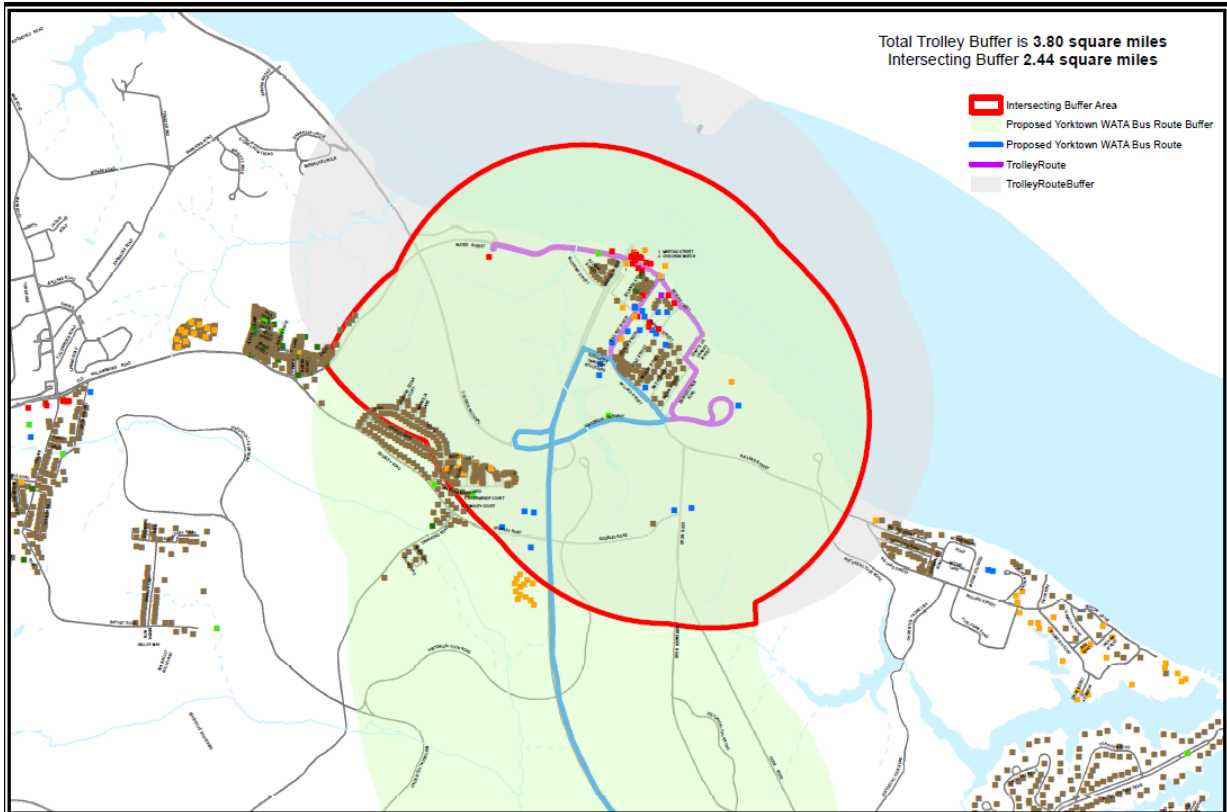
BY: _____
Neil Morgan
County Administrator

WILLIAMSBURG AREA TRANSIT AUTHORITY

By: _____
Zach Trogdon
Executive Director

EXHIBIT A

Yorktown Trolley Service Route and Schedule



Operating Hours

March 26 - May 27 (Daily) - 11 a.m. to 5 p.m.

May 28 - September 6 (Daily) - 10 a.m. to 5:30 p.m.

September 7 - November 21 (Daily) - 11 a.m. to 5 p.m.

November 26 - December 19 (Fri, Sat & Sun only) - 11 a.m. to 5 p.m.