

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT (the "Amendment") is executed and delivered as of June 28, 2010, the City of Rock Hill, a body politic and political subdivision of the State of South Carolina (hereinafter referred to as the "CITY") and the York County Council on Aging, Inc. (hereafter referred to as the "CONTRACTOR") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into the Agreement dated July 2, 2009 for Demand Response services as described therein ("CONTRACT");

WHEREAS, the Parties wish to amend the CONTRACT to include Peak Period services as described herein under the terms and provision of this Amendment and the CONTRACT; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein set forth, the receipt and sufficiency of which are acknowledged, CITY and CONTRACTOR agree to amend the CONTRACT as set forth herein.

1. Section 1.0 Services Covered by This Contract. This Section is amended to add the following: "In addition to Demand Response transit service, CONTRACTOR shall provide Peak Period transit services commencing on July 1, 2010. Peak Period transit refers to pick-up and delivery of riders at designated locations during peak weekday hours as more fully outlined in the approved Peak Period Transit Service Plan. CONTRACTOR and CITY will jointly agree on the schedule and locations for pick-up. Except as expressly set forth in this Amendment, all terms and provisions of the CONTRACT shall apply to Peak Period transportation services."
2. Section 1.1 General. This Section is amended to delete the second sentence and add the following after the first sentence: "The CITY will provide six (6) new 2010 Ford E450 Chassis Starcraft Allstar 14 Passenger Buses from a Federal Transportation Authority grant. Three of these vehicles shall be used for existing Demand Response transit service. Three of these vehicles shall be primarily used and dedicated to Peak Period transit service during peak period times but may be used for Demand Response transit services as an accessory use in order to efficiently utilize public transportation services. Contemporaneous with the execution of this Amendment, the CITY and CONTRACTOR will enter into the separate lease agreement attached hereto for the use and maintenance of these six (6) vehicles. THE CONTRACTOR is responsible for properly maintaining all vehicles. The CONTRACTOR is responsible for providing the remaining necessary vehicles and all equipment, supplies and facilities as required by this CONTRACT."

3. Section 1.12 Drug and Alcohol Testing. This Section is amended by replacing "49 CFR 653 and 654" with "49 CFR Parts 40 and 655, as amended." This Section is further amended by adding the following: "All testing laboratories must be HHS Certified. Random testing for safety sensitive employees should be at least 25% for drugs and 10% for alcohol."
4. Section 1.15 Compliance with Department of Labor Regulations; Authorized Workers. This Section is amended by adding the following at the end of the paragraph: "Without limiting the foregoing, CONTRACTOR agrees to comply with the applicable provisions in Section 24, Employee Protections, of the FTA Master Agreement (FTA MA (16) dated October 1, 2009, as amended)."
5. Section 1.37 Safeguarding Fares. This Section is amended by adding the following: "(c) Provide a separate summary and accounting for Demand Response transit fares and Peak Period transit fares."
6. Section 1.38 Outreach. This Section is amended to add the following: "The outreach program shall include LEP (Limited English Proficient) populations and include some brochures in both English and Spanish."
7. Section 1.39 Performance Standards. This Section is amended by adding the following after the first sentence: "CONTRACTOR will complete and submit all written documentation in accordance with the Performance Monitoring Program and Checklist to ensure compliance with the terms and provisions of the CONTRACT."
8. Section 1.49 Incorporation of SCDOT and FTA Terms; Security Provisions. This Section is amended by adding the following after the second sentence of the first paragraph: "Without limiting the foregoing, the required terms set forth in the FTA Master Agreement (FTA MA (16) dated October 1, 2009, as amended) are incorporated herein by reference and part of the CONTRACT and CONTRACTOR will perform under this CONTRACT in a manner to permit CITY's compliance with the Master Agreement."
9. Section 1.50 Provision of Services. This Section is amended by adding the following: at the end of the second to last bullet point add "(which shall also apply to Peak Period transit services)"; to the last bullet point "for both Demand Response and Peak Period transit fares"; and add the following bullet point "Any children under the age of 12 shall be accompanied by an adult responsible for the child's supervision. Infants and young children shall be placed in requisite child restraint devices."
10. Section 1.51 Fee for Service; Limit of Passenger Miles. This section is amended by replacing the last two sentences with the following: "CONTRACT will not exceed a total of 25,000 passenger miles per year for Peak Period transit services and 75,000 passenger miles per year for Demand Response transit services. CONTRACTOR shall not be obligated to provide transit services in excess of the amounts set forth above unless CITY agrees in writing to purchase and pay for excess passenger miles."

11. No other terms of the CONTRACT are in any way changed, altered, or amended by this Amendment and shall remain in full force and effect.

Accepted this ____ day of _____ 2010 by:

THE CITY OF ROCK HILL

YORK COUNTY COUNCIL ON AGING

BY: _____
Carey F. Smith, City Manager
City of Rock Hill, South Carolina

BY: _____
Wendy P. Duda, Executive Director
York County Council on Aging

ATTEST:

Printed Name and Title

Printed Name and Title