

## **Agreement for Operation of Transit Service**

This Agreement ("Agreement") is made this 1<sup>st</sup> day of October, 2013, by and between the **TOWN OF LEESBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "Town "), and **VIRGINIA REGIONAL TRANSIT**, a not for profit organization incorporated in Virginia; (hereinafter referred to as "VRT") (collectively referred to as the "parties").

**NOW THEREFORE**, the parties agree as follows:

### **I. SCOPE OF WORK**

1. Planning of Town subsidized routes will be led by Town staff and will be consistent with the Town 's adopted Town wide Transportation Plan and the Transit Development Plan documents. The Town will work with VRT on safety and timings of Town routes. Each route is detailed in Exhibit A to this Agreement. Throughout the term of this Agreement, the Town may amend the Exhibits.
2. As part of schedule preparation, the Town may reduce or provide no service on certain holidays. Such changes in service will be determined by the Town and coordinated with VRT. It is further agreed that during periods of inclement weather, VRT will coordinate with the Town as to the safety and feasibility of continued operations, with the Town having the ultimate decision related to operations.
3. VRT will operate all designated routes using VRT owned equipment, VRT employed operators and supervisors, and will provide, at its own expense, all fuel, supplies and accessories necessary for safe operation of such vehicles. All operating costs are to be included in the hourly service rate. VRT and its personnel shall maintain and operate said vehicles and perform the services at all times in a safe, efficient, and lawful manner, and shall comply with all lawful orders, rules and regulations of properly constituted authorities governing the operation of motor vehicles. VRT will complete all scheduled route hours on a daily basis. VRT agrees that the vehicles used in performing the services shall, at all times, be maintained and operated in a manner satisfactory to the Town and suitable for passenger transportation. VRT shall maintain all vehicles per the standards of the manufacturer, and in a reasonably accepted level of cleanliness. VRT shall pay all taxes or other levies legally assessed on any vehicles used to perform services in the Town. All buses used in scheduled service in the Town are to be equipped with Luminator, or similar signs, displaying the route and destination(s). Advertising on buses shall be positioned so as to not cover any signage or decals identifying the bus as a bus operated on behalf of the Town , and so as not to create any potential safety hazards, or interfere with maintenance or upkeep of the bus.
4. All VRT personnel shall, at all times, be and remain employees of VRT, which is solely responsible for their training, supervision, compensation, promotion and discharge. VRT will maintain policies to comply with all applicable Federal

regulations governing workplace anti-drug and alcohol programs in the transit industry. Additionally, the Town has the right to demand removal or reassignment from this service of any personnel furnished by the VRT, for reasonable cause.

5. Promotion and advertisement of the routes and service(s) will be led by Town Staff. Any necessary coordination shall occur through meetings and discussions initiated by either party.
6. VRT shall be responsible for compliance with all applicable federal, state, and local laws, regulations and ordinances. Failure to remain in compliance with said laws may lead to termination by the Town of this Agreement.
7. No officials, agents or employees of VRT may obtain or receive, directly or indirectly, any personal or financial interest, benefit or gain from any Town funds VRT may receive during the course of this Agreement, apart from salaries, normal benefits, and reimbursements for costs incurred in the performance of this Agreement, provided that any such reimbursements are made in accordance with VRT's established procedures.
8. Nothing in this Agreement is intended or shall be considered to create a joint venture or partnership between the Town and VRT.
9. VRT may not hold the Town responsible in any way for the duties, responsibilities, obligations, liabilities, debts, or losses of VRT.
10. VRT shall perform the services set forth in the Exhibits(s) and as those Exhibits may be amended.
11. The Town regards fares as an essential funding mechanism for Town transit operations and may establish fair and reasonable fares for each service. Notwithstanding the foregoing, however, the Town acknowledges that VRT has based its compensation structure on fares being not less than Fifty Cents (\$.50) per passenger regardless of age or status. In no event shall VRT be required to provide service to any passenger at a fare that is less than \$.50 unless VRT is required to do so in order for the Town to remain eligible for matching funding sources from any governmental entity or program. Additionally, the Town may work with VRT to determine if reduced fares are appropriate for certain bus riders and the amount of any such reduction in fares shall be borne by the Town. It is VRT's option to provide fare waiver tokens as VRT deems appropriate. However, all shortfalls in collected v. budgeted revenues (\$ \_\_\_\_\_) will remain the responsibility of VRT. A copy of the budget upon which VRT's compensation is based herein is attached hereto as Exhibit B and incorporated herein as a part hereof.

For the initial term of this Agreement and as per the VRT proposal dated January 22, 2013 (Exhibit s), VRT's anticipated fares and advertising revenue will be deducted from the total cost of service provided herein, in the amount of \$ \_\_\_\_\_. (Exhibit B). Any fares in excess of the amount budgeted, \$ \_\_\_\_\_, will be refunded to the Town as part of the year end reconciliation process, and in conjunction with VRT's year end audit. Fare collections by route and advertising revenue are required to be reported on the Daily Operations Report which report is then provided by VRT to Town at the end of each week as an Operations Report.

12. The Town reserves the right to request VRT to "brand" buses, signs, and collateral material used to operate or promote Town transit service. The Town will develop the "branding" and will work with VRT to implement the "branding".
13. VRT will complete and submit weekly to the Town an Operations Report detailing, by route, daily service hours of operation, daily ridership and daily fare collections, advertising revenue and any incidents of note that occurred that week related to the delivery of transit services within the Town. Incidents of note include, but are not limited to, accidents, injuries, and significant delays. The template for the Operations Report will be developed and provided by Loudoun County and the Town, and may be transmitted electronically by VRT to the Town. Additionally, monthly review meetings will be held with Town and VRT staff to review and address operations, ridership, incidents, and discuss future planning and service delivery. The Operations Report will serve as the data source for the monthly invoicing process.
14. VRT will prepare and provide a monthly invoice to the Town. Information on the invoice will include, but not be limited to, service hours of operation by route, monthly ridership by route, fare collections by route, and monthly bus advertising receipts. The monthly invoice should reflect the source data of the Operations Report, and may be submitted electronically to the designated Town staff member(s). Commencing October 1, 2013, and continuing to the end of the initial term, the Town shall pay VRT the amount of sixty-nine dollars and zero cents(\$69.00) for each hour of service provided by VRT hereunder, with any partial hour paid on a pro rata basis based on fifteen minute increments, exclusive of the budgeted fare collections and advertising revenue. Any fare revenue collected by VRT in excess of the budgeted amount of twenty-five thousand dollars and zero cents(\$25,000.00), will be refunded to the Town as part of the year end reconciliation process, in conjunction with VRT's year end audit.

All such invoices will be paid within forty-five (45) days by the Town unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. VRT shall provide complete cooperation during any such investigation.

15. VRT will maintain a customer service function to serve inquiries from the public and to resolve complaints related to transit service delivery. This function must be available during service operating hours. A record of inquiries and resolutions will be maintained and provided to the Town as part of the monthly review meeting(s). In addition, VRT will maintain a website detailing policies, fares, routes, and timetables / schedules.
16. Upon request, VRT will collect and report to the Town, or designated consultant, all financial and operational data related to the Town non rural routes, required for the National Transit Data (NTD) report. VRT will ensure that all reported data meets FTA definitions and requirements for accuracy, and data reports will meet any timelines provided by the Town.

## II. TERMS AND CONDITIONS

### 1. Procedures

The extent and character of the services to be performed by VRT shall be subject to the general control and approval of the Town Manager or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Town Manager or his authorized representative(s) acting within their authority for the Town . Any change to the Agreement must be approved in writing by the Town Manager and VRT.

### 2. Agreement Period

The Agreement period shall cover the period from October 1, 2013 through June 30, 2014.

### 3. Insurance

VRT shall procure, maintain, and provide proof of insurance coverage as required herein. Proof of coverage shall be submitted annually; fifteen (15) days prior to the anniversary date of this Agreement, and such coverage shall be maintained by VRT for the duration of the Agreement or as otherwise may be required. VRT shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. VRT assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.

- A. VRT and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect VRT from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  2. Comprehensive General Liability insurance to protect VRT, and the interest of the Town , its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by VRT.
- B. VRT agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. General Liability

Coverage shall be at least as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

- Minimum Limits  
General Liability:  
\$5,000,000 General Aggregate Limit  
\$5,000,000 Products & Completed Operations  
\$5,000,000 Personal and Advertising Injury  
\$5,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

2. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by VRT, his agents, representatives, employees or subcontractors.

- Minimum Limits  
Automobile Liability:  
\$5,000,000 Combined Single Limit  
\$5,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

C. The following provisions shall be agreed to by VRT:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town. VRT shall furnish a new certificate prior to any change or cancellation date. The failure of VRT to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.\
2. Liability Insurance "Claims Made" basis: If the liability insurance purchased by VRT has been issued on a "claims made" basis, VRT must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. VRT must either:
3. Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of VRT's work under this Agreement, or
4. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
5. VRT must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The Town reserves the right to request additional information to determine if VRT has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, VRT will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

6. VRT agrees to provide insurance issued by companies within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  7. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that VRT's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  8. VRT will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  9. VRT will provide on request certified copies of all insurance coverage related to the Agreement within ten (10) business days of request by the Town. These certified copies will be sent to the Town from VRT's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  10. Any certificates provided shall indicate the Agreement name and number.
  11. The Town, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Town may possess." (Use "loss payee" where there is an insurable interest).
  12. Compliance by VRT with the foregoing requirements as to carrying insurance shall not relieve VRT of their liabilities provisions of the Agreement.
- D. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- E. VRT is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
- F. If an "ACORD" Insurance Certificate form is used by VRT's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- G. VRT agrees to waive all rights of subrogation against the Town, its officers, employees, and agents.

4. **Hold Harmless Clause**

VRT shall, indemnify, defend, and hold harmless the Town from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by VRT. VRT agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "Town" and "VRT" includes their employees, officials, agents, and representatives. "VRT" also includes subcontractors and suppliers to VRT. The word "defend" means to provide legal counsel for the Town or to reimburse the Town for its attorneys' fees and costs related to the claim. This section shall survive the Agreement. The Town is prohibited from indemnifying VRT and/or any other third parties.

The Town expressly waives any and all actions against VRT for claims resulting solely from the negligent acts or omissions of the Town, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the Town's sovereign immunity or defense thereof.

5. **Safety**

All Contractors and subcontractors performing services for the Town are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and Town Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

6. **Notice of Required Disability Legislation Compliance**

The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun Town, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

7. **Ethics in Public Contracting**

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to this Agreement. A copy of these provisions may be obtained from the Town upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8. **Employment Discrimination by Contractors Prohibited**

A. During the performance of this Agreement, VRT agrees as follows:

1. VRT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of VRT. VRT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. VRT, in all solicitations or advertisements for employees placed by or on behalf of VRT, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. VRT will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9. **Drug-Free Workplace**

During the performance of this Agreement, VRT agrees to (i) provide a drug-free workplace for VRT's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in VRT's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of VRT that VRT maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase

order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

10. **Faith-Based Organizations**

The Town does not discriminate against faith-based organizations.

11. **Immigration Reform and Control Act of 1986**

By entering this Agreement, VRT certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

12. **Invoices**

See Section I, Paragraph 15.

13. **Payments to Subcontractors**

Within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Agreement, VRT shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under this Agreement; or
- B. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the Town.

14. **Assignment of Agreement**

The Agreement may not be assigned in whole or in part without the written consent of the Town.

15. **Termination**

Subject to the provisions below, this Agreement may be terminated by the Town upon thirty (30) days advance written notice to VRT; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the Town until said work or services are completed and accepted.

A. **Termination for Convenience**

The Town may terminate this Agreement for convenience in which the case the parties shall negotiate reasonable termination costs.

B. **Termination for Cause**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and VRT shall not be entitled to termination costs.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

16. **Severability**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

17. **Applicable Laws/Forum**

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, Loudoun County. The Vendor, Contractor or Service Provider expressly waives any objection to venue or jurisdiction of the Loudoun Circuit Court. . The Vendor, Contractor or Service Provider expressly consents to waiver of service of process in

an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

18. **Counterparts**

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

19. **Contractual Disputes**

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to VRT within thirty (30) days of the Town's receipt of the claim.

The Purchasing Agent's decision shall be final unless VRT appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

20. **Notices**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

109 N. Bailey Lane  
Purcellville, VA 20132  
Attn: Mark McGregor, CEO

With a copy to:  
Mary Gayle Holden, Esq.  
Suite 201  
109 N. Bailey Lane  
Purcellville, VA 20132

**TOWN of LEESBURG:**

25 West Market Street  
Leesburg, VA 20176  
Attn: John Wells, Town Manager

With a copy to:  
Town of Leesburg Attorney's Office  
Attn: Jeanette A. Irby, Esq.  
25 West Market Street  
Leesburg, VA 20176

21. Licensure

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the Town, VRT shall be duly licensed to perform the services required to be delivered pursuant to this Agreement.

22. Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into an Agreement with the Town pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Town may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**III. COMPENSATION**

Non Rural Routes as depicted and set forth in Exhibit A.

**VIRGINIA REGIONAL TRANSIT**

By: \_\_\_\_\_  
Name: Mark McGregor  
Title: CEO  
Date: \_\_\_\_\_

**TOWN OF LEESBURG, VIRGINIA**

By: \_\_\_\_\_  
Name: John Wells  
Title: Town Manager  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**EXHIBIT A**

**50¢  
FARE**

**(53) Leesburg Trolley Route**

AM  
 PM

① Government Center	7:00	7:45	8:30	9:15	10:00	10:45	11:30	12:15	1:00	1:45	2:30	3:15	4:00	4:45	5:30	6:15
② Shenandoah Building/ Walmart	7:22	8:07	8:52	9:37	10:22	11:07	11:52	12:37	1:22	2:07	2:52	3:37	4:22	5:07	5:52	6:37
③ Leesburg Town Hall	7:38	8:23	9:08	9:53	10:38	11:23	12:08	12:53	1:38	2:23	3:08	3:53	4:38	5:23	6:08	6:53
① Government Center	7:45	8:30	9:15	10:00	10:45	11:30	12:15	1:00	1:45	2:30	3:15	4:00	4:45	5:30	6:15	7:00

① Connects to/from Routes 51, 52, 40 and 70  
On weekends, Route 53 runs on Saturday from 10 AM–9 PM,  
and on Sunday from 12:15 PM–6:15 PM

Not all stops are shown on the fixed time schedule above.  
See the map on the right for all additional stops marked with this symbol ●

**FREE**

**(50) Safe-T-Ride**

The Town of Leesburg & Loudoun County want to keep you safe when you need to cross the Rt. 7/15 Bypass. Seven days a week, ride the Safe-T-Ride shuttle across the Bypass absolutely FREE! The Safe-T-Ride runs on a 25 minute loop including stops at the Outlet Mall, Shoppers Food Warehouse, Costco, Target & Walmart. Riders with bicycles welcome!

**Monday thru Friday: 7:00 am - 7:00 pm • Saturday & Sunday: 9:00 am - 6:00 pm**

**Demand Response Service:**

In those areas not served by fixed routes Virginia Regional Transit provides demand response service throughout Loudoun County. Demand response service provides origin to destination transportation from a resident's home to locations in Loudoun for medical appointments, shopping and other basic needs. Riders need to call at least 24 hours in advance to make reservations. Trips will be arranged where logistically possible. Virginia Regional Transit complies with all Americans with Disabilities Act rules and regulations. Citizens who live within ¼ mile of a fixed route are asked to board the bus along the fixed route. Citizens may also complete an Americans with Disabilities Act application if they live within the ¾ mile range and need Americans with Disabilities Act services. The operator of this service will make every attempt to schedule as many demand response trips as logistically possible with the equipment available for specified areas of the County.

Service hours are from 7:00am to 7:00pm Monday through Friday. Demand Response service provides origin to destination transportation service. For further details regarding our Demand Response service please call VRT's toll-free number 1-877-777-2708.



877-777-2708 • 540-338-1610

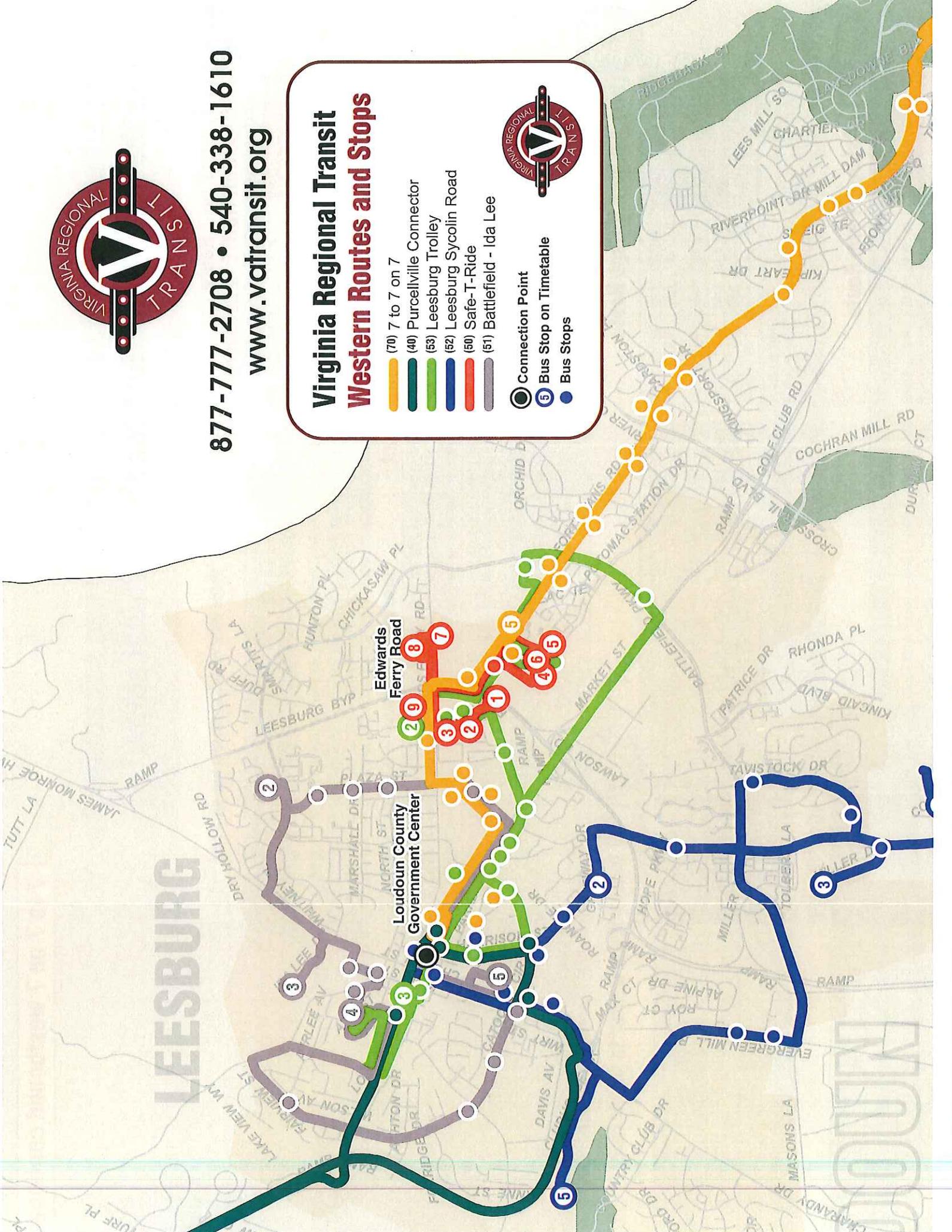
[www.vatransit.org](http://www.vatransit.org)

## Virginia Regional Transit Western Routes and Stops

- (70) 7 to 7 on 7
- (40) Purcellville Connector
- (63) Leesburg Trolley
- (62) Leesburg Sycolin Road
- (60) Safe-T-Ride
- (51) Battlefield - Ida Lee



- Connection Point
- Bus Stop on Timetable
- Bus Stops



**9 MONTH BUDGET FROM OCT 1 2013 - June 30, 2014  
TOWN OF LEESBURG FUNDED ROUTES  
TOWN OF LEESBURG SCHEDULED HOURS OF SERVICE OCT 2013 through JUNE 14**

	Start	End	Total
Leesburg ADA (Monday - Friday)	8:00 AM	6:00 PM	10
Safe-T-Ride (Monday-Friday)	7:00 AM	7:00 PM	12
Safe-T-Ride (Saturday)	9:00 AM	6:00 PM	9
Safe-T-Ride (Sunday)	9:00 AM	6:00 PM	9
Safe-T-ll M-F	8AM-10AM	3PM-8PM	7 (4 Months) Nov-Jan/Jun
Leesburg Trolley (Monday-Friday)	7:00 AM	7:00 PM	12 17 Weeks for Safe-T-Ride II
Leesburg Trolley Saturday	10:00 AM	9:00 PM	11
Leesburg Trolley Sunday	12:00 PM	6:00 PM	6

**EXHIBIT B**

ROUTE DESCRIPTION	HRS	DAYS	HPW	WKS	HPY	CPH	OPERATING
L'burg Fixed ADA Mon-Fri	10	5	50	39	1950	\$69	134,550.00
SAFE-T-RIDE Mon-Fri	12	5	60	39	2340	\$69	161,460.00
SAFE-T-RIDE(Sat)	9	1	9	39	351	\$69	24,219.00
SAFE-T-RIDE(Sun)	9	1	9	39	351	\$69	24,219.00
SAFE-T-RIDE (II) Mon-Fri 8AM - 10AM & 3PM - 8PM 17 Weeks	7	5	35	17	595	\$69	41,055.00
Leesburg Trolley	12	5	60	39	2340	\$69	161,460.00
Leesburg Trolley Saturday	11	1	11	39	429	\$69	29,601.00
Leesburg Trolley Sunday	6	1	6	39	234	\$69	16,146.00
<b>9 Month Budget For 2013-14 Existing Service</b>					<b>8590</b>		<b>\$ 592,710</b>

Passenger Fares	\$ 25,000
<b>TOTAL BUDGET AMENDMENT FOR SERVICE THROUGH JUNE 30, 2014</b>	<b>\$ 567,710</b>

PRESENTED: September 9, 2013

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_

A RESOLUTION: AWARDING A CONTRACT FOR NON RURAL BUS SERVICE WITHIN AND AROUND THE TOWN OF LEESBURG.

WHEREAS, the Town of Leesburg provides to its residents and the greater community who rely upon public transportation non rural bus service within and around the surrounding area of the Town of Leesburg and;

WHEREAS, the Town of Leesburg has been reliant on Federal, State and local funding in order to provide transportation services for the benefit of the community; and

WHEREAS, funding for bus transportation services was drastically reduced by the Commonwealth and the funds are no longer available to the Town of Leesburg and the community to provide said services to those who rely upon the bus for their transportation needs; and

WHEREAS, the Town of Leesburg believes that it is in the best interests of the community to provide bus transportation services; and

WHEREAS, an emergency procurement is necessary because the Town of Leesburg has been informed that funds available from the Commonwealth will be limited as of October 1, 2013 and without said funds the transportation services will cease; and

WHEREAS, the Town of Leesburg has relied upon Virginia Regional Transit (VRT) to provide bus transportation at a reasonable cost to the community and VRT is the only such provider at the present time; and

