

THIRD AMENDMENT TO AGREEMENT FOR SUNTRAN TRANSIT MANAGEMENT SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR SUNTRAN TRANSIT MANAGEMENT SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RATP DEV USA, INC.**, a foreign for-profit corporation duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 75-1626932) ("Contractor").

WHEREAS, on October 7, 2021, City and RATP DEV USA, Inc. entered into an Agreement for SunTran Transit Management Services (the "Original Agreement"), City of Ocala Contract No.: SUN/210102, for a term of three (3) years from October 18, 2021 through October 17, 2024; and

WHEREAS, on September 9, 2022, City and the Contractor entered into a First Amendment to Agreement for SunTran Transit Management Services to raise transit staff salaries, aligning them more closely with the labor market in order to attract and retain qualified transit staff (the "First Amendment"); and

WHEREAS, on October 6, 2024, City and the Contractor entered into a Second Amendment to Agreement for SunTran Transit Management Services to renew the Original Agreement for the final three (3) year term available under the Original Agreement (the "Second Amendment"); and

WHEREAS, City and Contractor now desire amend Section 5A - Compensation of the Original Agreement to modify the Estimated Annual Revenue Vehicle Hours set forth therein.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO SECTION 5A- COMPENSATION.** Compensation language in Paragraph 5A in the Original Agreement is hereby deleted and replaced with the following:
 - A. Compensation During the Optional Renewal Contract Term. In the event that the City and Contractor exercise the sole renewal term available under the Original Agreement, Contractor shall be paid a Fixed Revenue Hourly Rate for every Revenue Vehicle Hour (as that term is defined in Exhibit E – Justification & Additional Bus Servicer) operated during the Renewal Term (Years 4 through 6). For Estimated ADA Services during the Renewal Term, the Contractor shall be compensated on a per-revenue-mile basis.

Continued on next page.

The following chart, which is incorporated into this Agreement by reference, provides detailed information relevant to Renewal Term (Years 4 through 6) as follows:

Contract Year	Estimated Annual Revenue Vehicle Hours	Estimated Annual Special Service Hours	Fixed Revenue Hourly Rate	Estimated ADA Services (paid per revenue mile)
4	34,600	200	\$82.61	\$627,930.00
5	36,200	200	\$87.07	\$645,852.00
6	36,200	200	\$91.77	\$664,313.00

4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: RATP DEV USA, Inc.
 Attention: Steven Sherrer
 3800 Sandshell Drive
 Fort Worth, Texas 76137
 Phone: 903-278-1383
 E-mail: daniel.swanson@ratpdev.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

RATP DEV USA, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)