

CITY OF EL MIRAGE

TRANSPORTATION SERVICE CONTRACT

THIS TRANSPORTATION SERVICE AGREEMENT, (“Agreement”) is made and entered into this 1st day of July, 2020, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Northwest Valley Connect (“Consultant”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for transportation services by and through its City Manager;
- B. The City desires to contract for Consultant to perform/provide Dial-a-Ride transportation services to qualified residents of El Mirage. The Dial-a-Ride service provides on-demand door-to-door shared-ride transportation (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Agreement;
- C. Contractor is duly qualified to perform the requested Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Crystal Dyches, City Manager, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

1.2 SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit “A.” All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

1.3 DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed Eighty Thousand Four Hundred Seven Dollars (\$80,407.00).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

3.1 TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk.

This Contract is for an initial one (1) -year term commencing on July 1, 2020, and expiring June 30, 2021. The City may at its sole option and with the consent of the Consultant, extend the period of this Contract in two (2) additional two (2)-year extensions, for up to a total of five (5) years. The Consultant shall be notified in writing when the contract renewal has been approved within thirty (30) days of contract expiration. Rates may be renegotiated upon exercising of the second extension option. Either party has the right to cancel this contract at any time with a thirty (30) -day written notice.

3.2 **TERMINATION**

3.2.1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.2.2 Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Consultant must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.3 COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.5 ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.7 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be

enforceable whether or not such action is prosecuted to judgment or by arbitration award.

4.8 INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

4.9 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

4.10 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant: Northwest Valley Connect
Attn: Kathryn Chandler
9445 N. 99th Avenue
Peoria, Arizona 85345

In the case of City City of El Mirage
Attn: City Manager
10000 North El Mirage Road
El Mirage, Arizona 85335

With a copy to: City of El Mirage
City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.11 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.12 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

4.13 ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any

other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

4.14 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.17 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

4.18 INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.19 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

CITY OF EL MIRAGE

By: J. Crystal Dyches
Its: City Manager

CONSULTANT: Northwest Valley Connect

By: Kathryn Chandler
Print Name

By: [Handwritten Signature]
Signature

Its: Executive Director
Title

ATTEST:

Sharon Antes, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

EXHIBIT "A"



PO Box 9303 T (623) 282.9300
Surprise, AZ 85374 F (623) 282.9301

www.NorthwestValleyConnect.org

March 11, 2020

City of El Mirage
Administration Department
10000 N. El Mirage Rd
El Mirage, Arizona 85335

Kathryn Chandler
Executive Director
Northwest Valley Connect
9445 N. 99th Ave
Peoria, Az, 85345

RE: City of El Mirage Door-To-Door Transportation Services

Dear City of El Mirage Administration:

On behalf of Northwest Valley Connect Program Staff and Board of Directors, I am writing to support the City of El Mirage endeavor, Door-To-Door Services that address the transportation needs of elderly seniors and those that are disabled.

We are a nonprofit transportation organization since 2014 and located in Peoria, Arizona. Our organization is "home grown" and service seniors who are 65 years and older, those with disabilities and veterans residing in the west valley communities. NVC mission advances equality, human dignity, and quality of life using mobility services while promoting choices that are designed to further independence and addresses the transportation culture of seniors aging in place.

Since 2017 we delivered a transport program to the City of El Mirage that is more than the ADA requirements. Personalized support is provided for those that are burdened by ambulatory, and cognitive disabilities and may require "door-to-door" or "door-through-door" pick-up and delivery, and safety monitoring or a van with a lift capability. The concern for those we serve addresses reasonable costs because we know the cost of transport can be devastating for those attending to medical and social service treatments 2-3 times per week. Dependency on public service is foreboding for too many seniors when access is not available

Enclosed is our proposal that addresses NVC Mobility Program services. We look forward to joining the City of El Mirage once again to provide transport services to community residents.

Best regards

A handwritten signature in blue ink, appearing to read 'Kathryn Chandler'.

Kathryn Chandler/ Executive Director



El Mirage Dial A Ride Proposal



Northwest Valley Connect

PO Box 9303 Surprise AZ 85374

9445 N 99th Ave Peoria, AZ 85345

Submitted by Kathryn Chandler/Executive Director

Date Submitted: March 11, 2020

Phone: 623-282-9304

I. ABOUT NORTHWEST VALLEY CONNECT:

Northwest Valley Connect (NVC) is a nonprofit transportation organization located in Peoria, Arizona. NVC was established in 2014 in response to west valley communities lack of public and limited third party transit services for an aging population. NVC's mission addresses the provision of personalized support to connect area residents who are 65 years and older, those with disabilities and veterans with available transport services while developing options that overcome existing service gaps. NVC recognizes that our work must be grounded in and respond to the needs and preferences of the underserved, and the communities and organizations that we were created to serve. Critical to our success is the ability to partner with communities, such as the City of El Mirage in an effort that further develops and funds both our missions for accessible transport.

The vital lifeline of transportation becomes more apparent in the occurrence of nonexistent public transport, gaps in third party transit services, or discontinuance of personal driving ability. During this past year NVC teamed with the City of El Mirage in support of the City of El Mirage Dial-a-Ride Program for transporting seniors to health service appointments, grocery shopping, and social events, such as the El Mirage Senior Center all of which sustains and enhances quality of life for individuals in this community.

In accordance with the FY2018-FY2020 contract agreements, Northwest Valley Connect is in good standing and wishes to continue the relationship with the City of El Mirage for FY2020-2021. During FY2019-2020 contract year we supported your community, particularly 100 of the most frail seniors and persons with disabilities needing ride services. 60 Individuals used Lyft services; 19 individuals used the accessible ride services and 14 individuals used the Senior Bus service, although 6,000 plus trips were provided.

II. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL:

Kathryn Chandler was chosen as the Executive Director/Mobility Manager for Northwest Valley Connect in 2014 and answers to an 11-Member Board of Directors. She is NVC's motivator that drives a volunteer transit organization to connect communities with transportation solutions where none is available. The focus is seniors that are 65 years and older, those with disabilities and veterans. During Kathryn's tenure she received awards for her strategic mobility management accomplishments in the west valley communities and most recently received the Sun City West Independent Hometown Hero Award for Nonprofit Business. Early in 2019 Congress Woman Lesko congratulated Northwest Valley Connect transit services by presenting Ms. Chandler with a Community Service Award. Kathryn along with a volunteer staff grew the organization from 288 ride referrals in 2014 to 16,895 trips in 2019. Her 8 years' experience as Mobility Manager and 10 years' experience as a Paratransit Manager for Northern Arizona Intergovernmental Public Transportation Authority ensures compliance of Paratransit and ADA regulations as applied to the City of El Mirage Dial-a-Ride program.

Fleet Manager: The person chosen for this position is responsible for ensuring that all drivers are correctly trained, and driver manifests are followed properly according ride requests and NVC Policy and Procedures. A primary concern for safety is equipment maintenance and ensuring that all vehicles comply with state standards for maintenance and safety. Training drivers on equipment and vehicle utilization are important functions of NVC Driver Program. Maintaining communication with Drivers, Dispatcher and Call Center Representatives assures riders of timely, appropriate and safe equipment for requested rides.

Preparation of the Driver Program reports and submitted to the Executive Director supports effectiveness of the Mobility Program services and efficient utilization of vehicles.

Dispatcher: This position is full-time and reports directly to the Executive Director. The Dispatcher is a key component of the Mobility Center Program that works with volunteer Call Center Representatives and Program Drivers. This person receives ride requests from community members, schedules rides with designated drivers and assure riders are safely serviced as a result of monitoring the rides. In addition, this position facilitates the Lyft program using the routing software. According to NVC Policies and Procedures, best practices, this person projects a caring attitude, communicates well with others, and enjoys assisting a diverse group of disabled and/or older adults with special transportation needs. A current Arizona Driver's License is maintained along with auto insurance. A national background check is current, as well as, the PASS training that supports transporting people with disabilities.

Drivers: Van Drivers work according to designated schedule between 8 a.m. and 5 p.m. Monday through Friday. Drivers are supervised by the Fleet Manager while scheduled trips are coordinated with the Dispatcher. The Driver is Passenger Assistance and Safety (PASS) trained, defensive driver trained, and must have a positive background checked. Drivers are responsible for daily fueling services. The drivers for the Senior Center Bus Program receive training from El Mirage Public Works fleet staff on fueling procedures for the Dysart Unified School District fuel depot.

III. SCOPE OF WORK/NVC SERVICES - PROJECT UNDERSTANDING:

- **Mobility management** – An innovative approach for managing our Mobility Center Driver services delivers coordinated transport to the City of El Mirage seniors who are 65 years and older, those with disabilities, veterans and low-income individuals qualifying for the ADA or Dial-a-Ride program. Daily operations are Monday through Friday 8:00 a.m. – 5:00 p.m., however, emergency ride services are available in lieu of nonmedical transport 24/7. NVC drivers follow a deviated route and assist with door-to-door transport as opposed to curbside drop-off and pick-up for seniors. Ride requests most often are for medical and health services, such as, doctor's appointments, pharmacies, dialysis, cancer treatment, eye exams and social services, such as the El Mirage Senior Center. The Mobility Management Center operates the only transportation call center in the valley and Call Center Representatives are trained to provide appropriate ride options for rider requests. Ride accommodations are made for those that are ambulatory, physically and cognitively impaired and those needing a wheelchair lift. The collection of rider information is entered in a data base as a transport case management service that further supports personalized transit solutions for individuals. Call Center Representative completes Customer surveys quarterly and surveys are submitted to the Executive Director for assessment of project objectives and recommendations for modification. Depending on the level of service needed the ride is either booked with a transport network company, such as Lyft or Uber and monitored by the Dispatcher or booked on NVC's accessible ride services. The Dispatcher contacts the Driver with a client manifest and schedules the ride. All rides are monitored for efficiency and safety.

- **Special Considerations:**
 - ✓ NVC is a volunteer-based organization. Volunteers are selected from neighborhoods having a high concentration of rider requests. They are people with a desire to serve and may be family members, friends, or neighbors who use personal vehicles, assume fuel and insurance costs. They are trained to drive NVC accessible vans at cost to the organization. As NVC secures special projects, such as the El Mirage Dial-a-Ride, volunteer drivers are the primary persons eligible for employment through the contract, thus achieving a quality outcome within budget limitations.
 - ✓ NVC has acquired three FTA 5310 grant funded vehicles to complete a fleet of three accessible cutaway vans, an accessible minivan with a ramp, a twelve-passenger van and a regular minivan. Our compliance with City of Phoenix for the 5310 vehicles has created a high level of vehicle maintenance and safety training for the drivers.
 - ✓ Trips originate or terminate from within the City limits of El Mirage. ***See Attached Map.*** Trips requested outside of the map area or city limits must be preapproved. NVC routing software maintains all reporting requisites
- **Lyft Services** – NVC provides a Lyft service negotiated with the community organizations for qualified low-income residents and the service is a transport solution designed to be a safety net, nonemergency medical transport. Rides are received by NVC Dispatcher are scheduled and monitored for rider safety.

IV. **SCOPE OF WORK/NVC SERVICES - PROJECT PROPOSED METHODOLOGY:**

- **Senior Bus Program:**
 1. Eligibility is determined by the Director of the El mirage Senior Center.
 2. NVC enrolls the community member into our client database and schedules a rider subscription for days chosen to go to the center.
 3. NVC Driver picks up the El Mirage van at the El Mirage Public Works yard, does a basic pre-trip before starting the route.
 4. NVCDispatcher develops the route the drivers follow each day. Dispatcher and Executive Director communicate with the Senior Center Director about client schedule changes for field trips and more.
 5. NVC Dispatcher pulls monthly reports for NVC Bookkeeper, who invoices each client a \$2 fare per trip. NVC Bookkeeper invoices the City of El Mirage each month.
- **El Mirage Dial a Ride:**
 1. NVC Call Center Representative receives calls from City of El Mirage resident who qualifies the resident to be 65 years or older or with a disability and explains the Dial a Ride program. The resident is forwarded an enrollment form for ride services.
 2. NVC Executive Director determines eligibility for enrollees according to paratransit requirements.

3. NVC Call Center Representative for the El Mirage Project not only receives calls from community members, and enters the new client into the trips database, but personalizes the process by calling and educating the person on how the program works; how to book a trip and the process for setting up a rider subscription. The Call Center Representative obtains approval for long distance trips. Our Representative then calls 2 to 7 days prior to the requested trip and makes sure the client understands the \$2 fare, how it is billed, and how to cancel a ride. The Representative walks the client through the workings of the Lyft trips and/or the accessible trips
4. The Dispatcher schedules clients able to use Lyft trips on Lyft and schedules a driver for the accessible trips. The Dispatcher then calls all clients and lets them know that they are booked and for accessible clients who their driver is.
5. NVC Drivers who cover the accessible trips call the clients the night before to make sure they are still going and get any special instructions for gate codes or directions.
6. Dispatcher monitors Lyft from 8am to 5pm to ensure clients aren't missing their rides and that the ride is occurring as requested. Special instructions are included in the Lyft bookings for clients who need added assistance, such as calling out their name for a sight impaired client or going to the door for the client. The Dispatcher then makes a phone call to those drivers to ensure they are following the instructions.
7. Accessible Van Drivers go to the door for clients and provide the level of service needed, such as, pushing the wheelchair into the doctor's office, providing an arm for a sight impaired client.
8. Dispatcher pulls monthly reports for the Bookkeeper to invoice each client for the \$2 trip fare. The bookkeeper also invoices the City of El Mirage at the end of each month.



PO Box 9303 T (623) 282-9300
 Surprise, AZ 85374 F (623) 282-9301

www.NorthwestValleyConnect.org

Sample City Invoice

Invoice Date: Jan 31, 2020
 Invoice No. 10953
 PO No. 18075

Invoice Due Date: Feb 29, 2020

City of El Mirage
 Attn: Robert Nilles, Finance Director
 10000 N El Mirage Rd
 El Mirage AZ 85335

Transportation services rendered by Northwest Valley Connect..

Previous Charges

Dec 2019 Trips (Invoice 10916)	\$7,032.84	
Paid	<u>(\$7,032.84)</u>	
TOTAL OUTSTANDING		\$ 0.00

Current Charges

Jan 2020 Trips

Senior Bus Program	Monthly Charge	1,025.00	
	Minus Client Fees (118 x \$2)	<u>(236.00)</u>	789.00
Accessible	1-7 Miles 60 x \$12.00 =	720.00	
	8-15 Miles 6 x \$20.00 =	120.00	
	16-25 Miles 0 x \$30.00 =	<u>0.00</u>	840.00
	Minus Client Fees:	<u>(132.00)</u>	708.00
Lyft	388 Trips =	4,277.82	
	Minus Client Fee (388 x \$2) =	<u>(776.00)</u>	3,501.82
Admin Fees	388 Trips x \$5.00 =		<u>1,940.00</u>
TOTAL DUE			\$6,938.82
UPON RECEIPT			

Billing according to July 2019 – June 2020 Contract Agreement between El Mirage AZ and Northwest Valley Connect. Payment due upon receipt. Contact: Kathy Chandler 623-282-9300

Attachment B:

List a minimum of three (3) references of current or former clients/customers familiar with your work, whom the Administration Department may contact:

1. Company: Dysart Community Center

Contact: Annie Ansel Address: 14414 N El Mirage Rd, El Mirage, AZ 85335

Email: dcc.annie@gmail.com

Phone: (623) 249-3812

2. Company: Sun City West POSSE

Contact: Fran McElroy Address: 20450 N Stardust Blvd, Sun City West, AZ 85375

Email: francin803@gmail.com

Phone: (623) 680-5255

3. Company: PORA- Property Owners and Residents Association

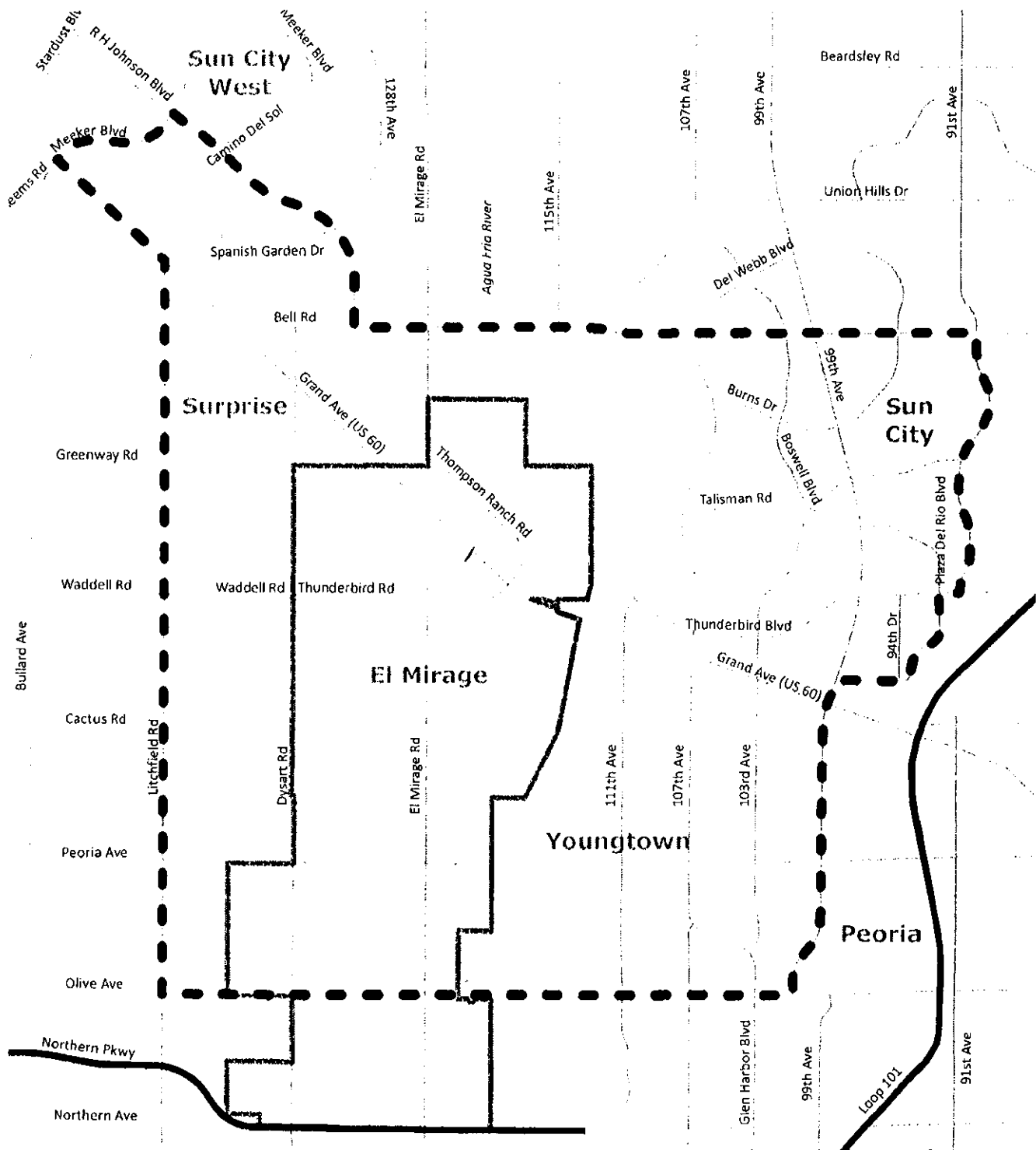
Contact: Tracy McGuire Address: 13815 W Camino Del Sol, Sun City West, AZ 85375

Email: tracy.mcguire@porascw.org



Phone: 623-584-4288

El Mirage Dial-A-Ride

Service Area for El Mirage Dial-A-Ride



LEGEND

-  Dial-A-Ride Boundary
-  El Mirage City Limits



City of El Mirage
 Community Development
 Planning/GIS
 July 2018

**Northwest Valley Connect
2020 Budget**

Evaluation Criteria Section C subsection C

		2018 Budget Actual	2019 Budget	2019 Thru Oct 31, 2019	2019 projected	2020 Budget
	Revenue					
1	Contributions - In-Kind	\$ 1,724	\$ 1,500	\$ 38	\$ 200	\$ 1,500
2	Contributions - Unrestricted	\$ 40,425	\$ 55,000	\$ 24,373	\$ 35,000	\$ 45,000
3	Group Trip Fares	\$ 855	\$ 1,500	\$ 1,314	\$ 1,600	\$ 2,500
4	Dysart CC TranSvc	\$ 5,841	\$ 11,681	\$ 8,437	\$ 11,681	\$ 11,681
5	Easy Taxi	\$ -	\$ -	\$ 36	\$ 200	\$ 2,500
6	El Mirage TransSvc	\$ 23,034	\$ 42,000	\$ 37,519	\$ 44,724	\$ 52,000
7	Fundraising Events	\$ 26,335	\$ 40,000	\$ 39,234	\$ 39,234	\$ 50,000
8	Grants	\$ 125,122	\$ 161,500	\$ 140,958	\$ 145,000	\$ 145,000
9	Total Revenue	\$ 223,337	\$ 313,181	\$ 251,909	\$ 277,639	\$ 310,181
10	Gross Profit	\$ 223,337	\$ 313,181	\$ 251,909	\$ 277,639	\$ 310,181
	Expenditures					
11	711000 Salaries					
12	71100 Executive Director	\$ 65,564	\$ 68,842	\$ 60,142	\$ 69,000	\$ 70,000
13	71101 Trans Programs Mgr	\$ 22,346	\$ 46,350	\$ 36,320	\$ 36,622	\$ -
14	711010 Dispatchers	\$ -	\$ -	\$ 679	\$ 6,480	\$ 35,000
15	71101 Encore Fellow Prgm	\$ -	\$ 20,000	\$ 18,333	\$ 22,000	\$ 25,000
16	71102 Fundraiser Fellow/ staff	\$ 15,000	\$ -	\$ -	\$ -	\$ 20,000
17	71103 Vol Coordinator	\$ 13,840	\$ -	\$ -	\$ -	\$ -
18	71104 Vol Eng Mgr Fellow	\$ 11,250	\$ -	\$ -	\$ -	\$ -
19	71105 Driver	\$ 4,030	\$ 25,000	\$ 11,109	\$ 12,250	\$ 30,000
20	Total 711000 Salaries	\$ 132,030	\$ 160,192	\$ 126,583	\$ 146,352	\$ 180,000
	715000 Benefits					
21	71501 Payroll Taxes	\$ 7,607	\$ 9,000	\$ 8,200	\$ 9,910	\$ 11,000
22	71510 Benefits	\$ 5,019	\$ 8,500	\$ 5,919	\$ 6,898	\$ 8,500
23	71900 Bonus	\$ -	\$ 5,000	\$ 8,000	\$ 8,000	\$ -
24	Total 715000 Benefits	\$ 12,626	\$ 22,500	\$ 22,119	\$ 24,808	\$ 19,500
	Auto Expense					
25	Fuel	\$ 12,874	\$ 15,000	\$ 10,298	\$ 12,222	\$ 15,000
26	Lease	\$ 8,497	\$ -	\$ 1,416	\$ 1,416	\$ -
27	License & Fees	\$ 600	\$ 1,200	\$ 619	\$ 800	\$ 800
28	Mileage Reimbursement	\$ 2,068	\$ 2,500	\$ 551	\$ 800	\$ 1,000
29	Repairs & Maintenance	\$ 10,223	\$ 10,000	\$ 2,713	\$ 5,200	\$ 7,100
30	Total Auto Expense	\$ 34,262	\$ 28,700	\$ 15,598	\$ 20,438	\$ 23,900
31	Background Checks	\$ 1,005	\$ 1,500	\$ 595	\$ 800	\$ 1,500
32	Consulting Fees	\$ -	\$ -	\$ 15,000	\$ -	\$ -
33	Credit Card Fees	\$ 328	\$ 200	\$ 654	\$ 850	\$ 600
34	Dues & Subscriptions	\$ 802	\$ 1,200	\$ 1,317	\$ 1,500	\$ 1,500
35	Fees and Licenses	\$ 10	\$ 50	\$ -	\$ -	\$ -
36	Insurance	\$ 22,386	\$ 24,000	\$ 17,686	\$ 23,000	\$ 26,000
37	Legal & Professional Fees	\$ 13,125	\$ 3,000	\$ 2,300	\$ 2,300	\$ 2,300
38	Marketing & Promotion	\$ 419	\$ 3,000	\$ 637	\$ 1,000	\$ 1,000
39	Volunteer meetings and recognition	\$ 372	\$ 500	\$ 261	\$ 450	\$ 1,400
40	Volunteer training	\$ -	\$ -	\$ -	\$ -	\$ 600
41	Volunteer newsletter	\$ -	\$ -	\$ -	\$ -	\$ 100
42	Volunteer T-Shirts and Badges	\$ -	\$ -	\$ -	\$ -	\$ 1,200
43	Volunteer and Staff expenses	\$ 38,447	\$ 33,450	\$ 38,450	\$ 29,900	\$ 36,200
	Office Expenses					
44	Copier Expense	\$ 1,135	\$ 3,200	\$ 1,905	\$ 2,540	\$ 2,600
45	Office Equipment	\$ 3,040	\$ -	\$ (310)	\$ (310)	\$ -
46	Office Supplies	\$ 669	\$ 1,124	\$ 670	\$ 884	\$ 1,000
47	Postage	\$ 1,153	\$ 1,676	\$ 1,090	\$ 1,500	\$ 1,600
48	Supplies In-Kind	\$ 2,002	\$ -	\$ 10	\$ 10	\$ -
49	Total Office Expenses	\$ 7,999	\$ 6,000	\$ 3,365	\$ 4,624	\$ 5,200



PO Box 9303 T (623) 282-9300
Surprise, AZ 85374 F (623) 282-9301

www.NorthwestValleyConnect.org

Sample Client Invoice

Invoice Date: Jan 31, 2020
Invoice No. 10939

Invoice Due Date: Feb 29, 2020

Larry
El Mirage AZ 85335

Transportation services for the following days:

<u>Date</u>	<u>No. of Trips</u>	<u>Fee per Trip</u>	<u>Total Per Day</u>
Jan 9	2	\$2	\$4.00
Jan 16	2	\$2	\$4.00
Jan 24	2	\$2	<u>\$4.00</u>
TOTAL DUE UPON RECEIPT			\$12.00

Payable by:

Check Make check payable to Northwest Valley Connect; OR

Charge Visa, Mastercard, Discover Exp Date _____

Credit Card # _____ Security Code _____

Billing Address _____ Email _____

Signature _____

And mail to: Northwest Valley Connection
PO Box 9303
Surprise AZ 85374

Above billing according to July 2019 – June 2020 Contract Agreement between El Mirage AZ and Northwest Valley Connect. Northwest Valley Connect Contact: Kathy at 623-9300



PO Box 9303 T (623) 282.9300
 Surprise, AZ 85374 F (623) 282.9301

www.NorthwestValleyConnect.org

Sample Client Invoice

Invoice Date: Jan 31, 2020
 Invoice No. 10918

Invoice Due Date: Feb 29, 2020

Robert
 El Mirage AZ 85335

PAST DUE: Dec 2019 - \$112.00

Transportation services for the following days:

<u>Date</u>	<u>No of Trips</u>	<u>Fee per Trip</u>	<u>Total Per Day</u>
Jan 2	2	\$2	\$4.00
Jan 3	4	\$2	\$8.00
Jan 6	2	\$2	\$4.00
Jan 8	2	\$2	\$4.00
Jan 9	2	\$2	\$4.00
Jan 10	2	\$2	\$4.00
Jan 13	2	\$2	\$4.00
Jan 15	2	\$2	\$4.00
Jan 16	2	\$2	\$4.00
Jan 17	2	\$2	\$4.00
Jan 22	3	\$2	\$6.00
Jan 23	4	\$2	\$8.00
Jan 27		\$2*	\$2.00
Jan 29	2	\$2	\$4.00
Jan 31	2	\$2	\$4.00

TOTAL Due for Jan Trips	\$68.00
PAST DUE	\$112.00
TOTAL DUE	\$180.00
UPON RECEIPT	

 ** Cancellation Fee

Payable by:

Check Make check payable to Northwest Valley Connect; OR

Charge Visa, Mastercard, Discover Exp Date _____

Credit Card # _____ Security Code _____

Billing Address _____ Email _____

Signature _____

And mail to: Northwest Valley Connection
 PO Box 9303
 Surprise AZ 85374

Above billing according to July 2019 – June 2020 Contract Agreement between El Mirage AZ and Northwest Valley Connect. Northwest Valley Connect Contact: Kathy at 623-9304

SCOPE OF WORK

I. Scope of Services

Consultant shall provide Local Dial-a-Ride services to residents of El Mirage. Consultant shall determine Americans with Disabilities Act (ADA) certification. Services provided by El Mirage Local Dial-a-Ride will be operated through a contract with Consultant. Consultant will use accessible vehicles and subcontract with an authorized rideshare service provider to deliver service throughout the El Mirage area.

Local El Mirage Dial-a-Ride Service shall be available on non-holiday weekdays from 8 a.m. to 5 p.m. A list of approved holidays is listed in "Exhibit B." Trips must originate or terminate from within the City limits of El Mirage and must originate or terminate before traveling seven (7) miles. Ride requests exceeding seven (7) miles must be pre-approved by Consultant and the City of El Mirage. Consultant shall use its routing software to maintain reporting records including trips, individual clients, revenue miles and hours, and deadhead miles and hours as well as financial reports. The 7-Mile Service Area for local El Mirage Dial-a-Ride can be extended to accommodate the medical transit needs of City residents on a case-by-case basis. Consultant shall make arrangements for residents to be transported to essential medical services on weekends, holidays, and after regular hours (examples of these types of services may include cancer treatments and dialysis). Consultant must provide the City with a list of eligible riders who qualify for pre-approval by the City prior to beginning this service.

Therefore, the Parties agree as follows:

II. Terms

A. Services to be provided by Consultant shall include the following:

1. Consultant shall provide Dial-a-Ride services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Contract. Consultant shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Contract;
2. Provide marketing and merchandising of services;
3. Draft and secure approval for annual operating budgets;
4. Plan for, prepare changes, and amend service specifications;
5. Determine, set, and amend as necessary the fare structure for services provided by Consultant;
6. Establish and maintain an informal working group where El Mirage staff and other appropriate parties can coordinate and monitor service and resolve service and contractual performance issues;
7. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
8. Provide and manage a complaint resolution process;

9. Recommend service specifications in consultation with the City;
10. Provide monthly reports on ridership, revenue collected, and applicable performance standards on a frequency to be agreed upon between the parties;

B. Finances

1. Fares will cost two dollars (\$2) for each one-way trip within the local El Mirage service area and will be billed to the rider once a month. Consultant is responsible for billing the rider. The City of El Mirage will keep all fare charges.
2. An annual report to the Contract Administrator will be required by June 1 of each contract year; however, additional reporting may be necessary based on funding source.
3. Consultant shall invoice the City on a monthly basis (as agreed upon by the parties) for service(s) provided to those accessing Dial-a-Ride services.

C. Progress Meetings

The parties agree to meet no less than quarterly to discuss the progress of the project or any issues that arise. At a minimum, the parties will discuss;

1. Ridership and trips taken
2. Program costs incurred
3. Customer satisfaction
4. Monitor service and resolve service and contractual performance issues

Consultant shall provide reports on ridership, revenue collected, and applicable performance standards on a standard to be agreed upon.

D. Marketing

The City will include information on the program on its website.

E. Staff

The City and Consultant will provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service.

F. With respect to the services provided hereunder, the City of El Mirage shall:

1. If City desires services in addition to the services originally approved in the schedules hereto, City shall provide funding adequate to finance such services over and above funding provided by the Consultant and the City.
2. In addition to the funding necessary to pay for actual services or costs, reimburse the Consultant within 30 days for its costs monthly to monitor and generally administer the service within the member's community.

3. Work with Consultant staff (as necessary) to research and resolve complaints made by residents of member's community. Although a resident who wishes to file a formal complaint about Consultant-provided services should be referred to Consultant, the City acknowledges that it may receive complaints directly.
4. At City's election, become members of and participate in all meetings, deliberations, and decisions of any working group established to provide guidance to
5. Consultant for services provided hereunder.
6. The member shall provide advice to the Consultant and to any operator providing service required by this Contract in the preparation and amendment of service plans.

G. Additional Terms:

1. An El Mirage van will be used to transport El Mirage and Youngtown Seniors to the El Mirage Senior Center, located at 14010 N. El Mirage Road, El Mirage, Arizona, 85335.
2. Pick up and Drop off: Start time for service will be at 8 a.m. and take-home time will be at 1 p.m. The El Mirage City Manager or Designee will approve riders. Drop off at the El Mirage Senior Center will be at approximately 8:30 a.m. and take-home would be at 1 p.m., Monday through Friday. When the Center is closed, van ride service will not be available.
3. Driver: The Driver will be paid through Consultant. One Consultant driver for the riders that fit in the van. Driver will be Passenger Assistance and Safety (PASS) trained, defensive driver trained, background checked and supervised by Consultant. The vehicle used is El Mirage's accessible van. Driver will receive gate only access badge for the Public Works yard located at 10355 N. 121st Ave, El Mirage. Driver will be able to access yard to pick up and drop off the vehicle between 6 a.m. and 3 p.m. Monday through Friday. Driver will also receive training from El Mirage Public Works fleet staff on fueling procedures for the Dysart Unified School District fuel depot to fuel the van. Driver is responsible for fueling vehicle for daily services. Consultant is not responsible for fuel costs, maintenance or insurance costs of van.
4. Marketing the Senior Center: Marketing the El Mirage Senior Center and transit to Youngtown residents will include social media, posters (poster stands in Walmart, etc), flyers at Youngtown and El Mirage libraries, and Consultant publications.

H. The following is a list of approved City of El Mirage Holidays:

New Year's Day	January 1 st *
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th *
Labor Day	First Monday in September
Veterans' Day	November 11 th *
Day Before Thanksgiving	Wednesday before Thanksgiving
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th *

Week between Christmas
and New Year's Day

December 26 through December 31

- * When a holiday falls on Saturday, it will be observed the preceding Friday.
- * When a holiday falls on a Sunday, it will be observed the following Monday.

Administration Department staff will not be available on Fridays, as City Hall follows a Monday through Thursday, 7:00am to 5:30pm schedule.