

**MASTER INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF EL MIRAGE  
AND  
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY  
CONTRACT # 121-75-2021**

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2020 by and between the City of El Mirage, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “Member”) and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as “RPTA”). Member and RPTA are collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, Member has authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. Section 48-5121; A.R.S. Section 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona, RPTA “may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of” its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement; and,

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority,

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

### **SECTION 1. DEFINITIONS**

The following capitalized terms shall have the following meaning when used in this Agreement, unless a different meaning is clearly intended:

“RPTA” means the Regional Public Transportation Authority, a political subdivision of the State of Arizona.

“Member” means the City of El Mirage, a member of the Regional Public Transportation Authority (RPTA) with voting powers.

“Effective Date” means the date on which rights granted hereunder become operative, as specified in Section 4 hereof.

“Force Majeure” means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, pestilences, epidemics, pandemics, wars, labor strikes or similar accidents, disputes or events.

“Master Agreement” means this Agreement.

“Annual Service Agreement” means the annual appendix to the Master Agreement describing service levels for the fiscal year, specific obligations of the RPTA and Member, and financial obligations of the Member and RPTA.

### **SECTION 2. GENERAL OBLIGATIONS:**

2.1 With respect to the services provided hereunder, RPTA and Member, shall both have specific obligations that are identified in an Annual Service Agreement appended to this Master Agreement through annual amendments.

2.2 Obligations can be related to responsibilities that may include, but not be limited to Fixed Route Bus, Dial-a-Ride Paratransit brokerage services or other transit services.

### **SECTION 3. TERM OF AGREEMENTS**

This Master Agreement shall be effective for a period of Seven (7) years. The Annual Service Agreement will be amended annually to accommodate changes in service levels, costs, and revenues. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including, without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

### **SECTION 4. EFFECTIVE DATE**

This Agreement shall take effect only after it has been approved by the Member's Council and by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties and approved by the Parties' respective counsel. The Agreement may be filed with the Member's Clerk. The Effective Date of this Agreement is the date first set forth on page one of this Agreement.

### **SECTION 5. GENERAL CONDITIONS**

#### **A. Records and Audit**

All books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices as and when requested by Member.

#### **B. Covenant Against Contingent Fees**

Both Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, no member of the Member's Council or the RPTA Board of Directors, and no officer, agent, or employee of the City or RPTA has any interest, financially or otherwise, in this Agreement.

**C. Alteration in Character of Work**

Minor alterations in the character of work shall be authorized in writing by Member and acknowledged by RPTA by letter.

**D. Termination (and/or Changes in Service)**

Member and RPTA hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination (“termination costs”) and if termination was at the election of Member, any penalty or costs. If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement.

Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding.

Final payment shall be made within sixty (60) calendar days after the termination of service.

**SECTION 6. AGREEMENT NON-ASSIGNABLE**

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of Member, which may be granted or withheld

by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

## **SECTION 7. INDEMNIFICATION**

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of Member, its officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), RPTA shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of RPTA or any of its owners, officers, directors, agents, contractor or employees, including employees from the Member assigned to work full time for RPTA.

It is the specific intent of the Parties to this contract that the Indemnitee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, arising out of or in any way connected with the performance of this Agreement.

It is agreed that RPTA will be responsible for primary loss investigation, defense and judgment costs.

## **SECTION 8. INSURANCE REQUIREMENTS**

8.1 RPTA, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. RPTA is responsible for paying any deductibles or self-insured retentions and they shall be disclosed on the certificates of insurance. These deductibles or self-insured retentions shall not be applicable with respects to coverage afforded to the Member under these policies.

8.2 All coverage shall be evidenced on a certificate of insurance provided to the Member prior to commencement of this contract. The Member shall be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and shall provide a waiver of subrogation against the Member. Failure of the Member to demand such certificates or other evidence of full compliance with these insurance requirements of failure of the Member to identify a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

8.3 Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least 30 days prior written notice is provided to the Member.

8.4 RPTA's insurance shall be primary insurance to the Member, and any insurance or self-insurance maintained by the Member shall not contribute to it.

8.5 The agreement shall specify that all contractors and subcontractors of every tier that are to be involved in this agreement shall either be covered by RPTA's insurance policies or RPTA must obtain evidence of insurance from each subcontractor at the same minimum limits and coverages as requested by the Member or RPTA.

8.6 Commercial General Liability – RPTA shall maintain in force the following minimum commercial general liability insurance; \$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury, death and property damage, personal and advertising injury, and products/completed operations.

8.7 Commercial Automobile Liability – RPTA shall maintain the following minimum business auto liability insurance limits; \$1,000,000 combined single limit per accident. Coverage shall be for “any auto”, which includes all owned autos, hired and leased autos, and non-owned autos.

8.8 Commercial Auto Physical Damage Coverage - RPTA shall insure the Member buses and vehicles in their care, custody and control against risks of direct physical loss or damage, including comprehensive coverage and collision. Coverage shall include temporary replacement vehicle expenses, temporary transportation rental expenses and towing, storage and debris removal expenses. Recovery shall be on an actual cash value basis. RPTA shall be responsible for any deductibles or self-insured retentions.

8.9 Workers' Compensation and Employers' Liability Insurance – RPTA shall maintain the following minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and, employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

8.10 Excess Liability Insurance Requirements – RPTA shall maintain the following minimum limits of excess liability limits over the commercial general liability limits, auto liability limits and employers' liability limits; \$10,000,000 per occurrence with a \$10,000,000 aggregate.

## **SECTION 9. DEFAULT**

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

## **SECTION 10. ISSUE RESOLUTION**

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved to the satisfaction of both parties, the dispute shall be presented to the RPTA Board of Directors for a

proposed resolution. If not resolved at this level to the satisfaction of both parties, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

### **SECTION 11. NOTICE**

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF or a facsimile transmission, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority  
Attention: Chief Executive Officer  
101 N. 1<sup>st</sup> Avenue, Suite 1400  
Phoenix, AZ 85003

If intended for Member:

City of El Mirage  
10000 N. El Mirage Road  
El Mirage, AZ, 85335  
Phone: 623-972-8116  
Fax: 623-876-4603

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, FAX number or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

## **SECTION 12. AMENDMENT**

Master Agreement and the Annual Service Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

## **SECTION 13. INTEGRATION**

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

## **SECTION 14. APPLICABLE LAW AND LITIGATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate court located in Maricopa County, Arizona.

## **SECTION 15. NON-WAIVER**

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

## **SECTION 16. SEVERABILITY**

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

## **SECTION 17. BENEFIT AND BINDING EFFECT**

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

## **SECTION 18. SURVIVAL**

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

## **SECTION 19. FURTHER ASSURANCES**

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

## **SECTION 20. CONFLICTS OF INTEREST**

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

## **SECTION 21. RELATED AGREEMENTS**

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

## **SECTION 22. CONSTRUCTION AND INTERPRETATION OF AGREEMENT**

This Agreement, and each of its provisions, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by any particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

## **SECTION 23. THIRD-PARTY BENEFICIARIES**

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

## **SECTION 24. POLICE POWER**

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

## **SECTION 25. IMMIGRATION COMPLIANCE**

### **A. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211 – § 23-214.**

RPTA understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. RPTA shall comply with IRCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors complying with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its subcontractors pertaining to individuals performing work under this Agreement. Further, Member is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, RPTA shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, both RPTA and each of RPTA's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

## **SECTION 26. COMPLIANCE WITH THE E-VERIFY PROGRAM**

26.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

26.2 Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

26.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

26.4 Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

26.5 Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

26.6 Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

## **SECTION 27. CIVIL RIGHTS**

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are hereby incorporated by reference.

## **SECTION 28. INCORPORATION OF SCHEDULES AND ATTACHMENTS**

Each Annual Service Agreement to be amended to the Master Agreement will be in coordination with RPTA's adopted fiscal year budget process. Schedules may be developed as part of the Annual Service Agreement and shall be appended to this Master Agreement and made a part hereof as though fully set forth herein. The Attachment and Schedules may include but not be limited to:

Attachment "A"

Member Obligations

## RPTA Obligations

### Attachment “B”

#### Schedules “A – I”

Schedule “A” Regionally Funded Fixed Route Bus Service (RPTA Funded)-N/A

Schedule “B” Member Funded Fixed Route Bus Services - N/A

Schedule “C” Paratransit Services

Schedule “D” Ride Choice Program - N/A-

Schedule “E” Americans with Disabilities Act  
(ADA) Public Transportation und (PTF)

Schedule “F” ADA Platinum Pass

Schedule “G” Park and Ride/Transit Center- N/A

Schedule “H” Various Capital Projects-N/A

Schedule “I” ATAN Bus Stop Improvements - N/A

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

**REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)**

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

Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

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

Michael J. Minnaugh, General Counsel

**CITY OF EL MIRAGE**

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

Alexis Hermosillo, Mayor

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

Sharon Antes, City Clerk

APPROVED AS TO FORM:

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

Justin Pierce, Member Attorney

## **ATTACHMENT A - ANNUAL SERVICE AGREEMENT**

The Annual Service Agreement outlines the specific obligations of both Parties and provides the Program Schedules that the Member participates in for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021. The specific obligations will be identified below in Section 1: RPTA Obligations, Section 2: Member Obligations and Section 3: Program Schedules that summarize the Programs that Valley Metro provides for Member.

### **SECTION 1. RPTA'S OBLIGATIONS:**

- 1.1 With respect to the services provided hereunder, RPTA, shall:
- a. Negotiate and coordinate the implementation of operating agreements;
  - b. Provide Fixed Route Bus, Dial-a-Ride Paratransit brokerage services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement; RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;
  - c. Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;
  - d. Plan for, prepare changes, and amend service specifications;
  - e. Invoice the Member on a monthly basis for service(s) provided to Member;
  - f. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract; Collaborate with Member and coordinate the Non ADA Fare Structure for services provided by the RPTA for Paratransit Services, or under contract;
  - g. Convene a Steering Committee, consisting of representatives from the Member, the other participating Members, and the RPTA to coordinate and monitor service, address service and contractual performance issues, and monitor the adopted service budget(s);

- h. Provide professional staff as necessary to partner with the Member to plan for, develop, contract for, monitor, and adjust service;
- i. Provide customer complaint resolution process;
- j. Provide monthly reports by the last day of each month with the previous month's data on ridership, revenue collected, and applicable performance standards;

1.2 The RPTA and the Member may conduct service and financial audits, as required, of any Services provided hereunder.

1.3 The RPTA shall provide performance data reports on a monthly basis.

1.4 By the end of February of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

1.5 RPTA shall notify Member of a transit related collision, fire, major security incident, or media coverage occurring within Member jurisdiction, RPTA shall notify Member of authenticated operations incidents/accidents within 60 minutes of occurrence.

## **SECTION 2. MEMBER'S OBLIGATIONS:**

- 2.1 With respect to the services provided hereunder;
  - a. If Member desires services in addition to the Services originally approved in this agreement, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
  - b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor, manage and generally administer the service.
  - c. At Member's election, participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
  - d. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
  - e. The Member may purchase and install bus stop signs and associated amenities;
  - f. The Member shall provide direction to and partner with the RPTA in the preparation and

amendment of service plans and levels (i.e. Frequency, hours, etc.).

2.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member shall make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

2.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Member's annual agreement.

2.4 Provide a written ninety (90) calendar day notice for major service changes.

2.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

### **SECTION 3: SCHEDULES**

Section 3 outlines the programs currently provided by RPTA and the attached Schedules provide the Schedules for each program. If the Member does not currently participate in a program, the Schedule will state "Intentionally Omitted." If a Member decides to participate in or terminate participation in a program at a later date, Section 3 can be amended, in writing, to ratify the change. The attached Schedules may be amended on an annual basis to accommodate changes in service levels, costs, and revenues. The attached Schedules and their Exhibits are hereto incorporated into the Annual Service Agreement.

Schedule “A” Intentionally Omitted (Place Holder - Regionally Funded Fixed Route Bus Service)

Schedule “B” Intentionally Omitted (Place Holder - Member Funded Fixed Route Bus Services)

**Schedule “C” Paratransit Services**

Schedule “D” Intentionally Omitted (Place Holder - Member Funded Fixed Route Bus Services)

**Schedule “E” Americans with Disabilities Act (“ADA”) Public Transportation Fund  
 (“PTF”)**

Schedule “F” Intentionally Omitted (Place Holder - ADA Platinum Pass)

Schedule “G” Intentionally Omitted (Place Holder - Place Holder for Park and Ride/Transit  
 Center)

Schedule “H” Intentionally Omitted (Place Holder - Place Holder for Various Capital Projects)

Schedule “I” Intentionally Omitted (Place Holder - ATAN Bus Stop Improvements)

Schedule “J” Intentionally Omitted (Place Holder – Mutual Aid Program)

**SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION AND SERVICES COST ESTIMATE**

For the period from July 1, 2020 through June 30, 2021, the Member will pay Valley Metro a total of **\$30,904.00** for the provision of regional paratransit services. Payments will be made monthly based on reconciliation of trips provided; grant monies and Proposition 400 monies applied and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. If at any time the costs of this program are projected to exceed the annual amount of **\$30,904.00** the Parties will reduce service levels to stay within the budgeted amount.

**FY21 Paratransit Service  
Funded by City of El Mirage**

	<u>Paratransit</u>
<b>Trips:</b>	
Paratransit trips	730
<u>Total Trips</u>	<u>730</u>
 <b>Cost:</b>	
Contractor Transportation Cost	\$70,178
RPTA Salaries, Fringes & OHD	\$1,294
Contract Contingency	\$1,043
<u>Total Gross Program Cost</u>	<u>\$72,515</u>
 Total Fare Revenue	 (\$2,919)
CARES Act Federal funding	(\$12,472)
<u>Total Net Program Cost Before PTF</u>	<u>\$57,124</u>
 Cost for ADA Service	 \$57,124
Cost for Non-ADA Service	\$0
<u>Net Program Cost</u>	<u>\$57,124</u>
 PTF Balance Available	 \$26,220
PTF Applied	\$26,220
 <b>Member City Contributions:</b>	
ADA-Costs	\$30,904
Non-ADA Costs	\$0
<u>Total Member City Contribution</u>	<u>\$30,904</u>

**SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICE**

**ADA Mandated Paratransit Service Overview**

<b>Schedule C</b>	
<b>Valley Metro ADA Paratransit Service</b>	
<b>Effective July 1, 2020</b>	
<b>Service Overview</b>	
<b>Service type</b>	Origin to destination, shared-ride service provided with accessible vans and cutaways, accessible minivans, sedans and other non-accessible vehicles
<b>Eligibility</b>	ADA certified, and ADA eligible visitors Non-ADA verified (prior to October 1, 2019), No longer accepting new Non-ADA verifications
<b>Visitors</b>	Visitors who are ADA certified, or who have an obvious disability, or who present documentation demonstrating a disability that indicates the inability to use transit are eligible for ADA paratransit for up to 30 days per 365 days. To register as a visitor, contact Valley Metro Mobility Center at 602.716.2100, eligibility option.
<b>Service Area</b>	Trips that begin and end within the federally mandated ADA paratransit service area. This includes areas that are within 3/4 mile of a transit route or light rail station and any pockets that are surrounded by areas that are within 3/4 mile of a transit route or light rail station and that have been so designated by Valley Metro. See the ADA paratransit service area map shown in Exhibit 1.
<b>Days of Service</b>	Monday - Sunday Including HOLIDAYS
<b>Hours of Service</b>	5 AM to 10 PM and at other times when transit is available within 3/4 mile of both the origin and destination
<b>Trip Limits</b>	No limit to the number of trips an individual can take as long as the individual is ADA certified and the trips are within the ADA service area and during ADA service hours
<b>Trip Purposes</b>	Any trip, regardless of trip purpose
<b>Fare Structure</b>	
<b>Fares</b>	\$4.00 FOR A ONE-WAY TRIP

<b>Fare Media</b>	Cash, Regional, Paratransit, East/Northwest and Phoenix DAR tickets, Phoenix Monthly DAR Pass (Phoenix fare media may only be used by Phoenix residents.)
<b>Passenger Types</b>	
<b>Riders</b>	ADA certified and ADA eligible visitors Non-ADA verified (prior to October 1, 2019), No longer accepting new Non-ADA verifications
<b>Personal Care Attendant (PCA)</b>	ADA certified customer may indicate the need for a PCA, an individual who assists the customer with activities of daily living. Pursuant to ADA requirements, PCA's are not charged a fare.
<b>Companions</b>	A customer may travel with one additional individual (and more on a space available basis). Companions must pay the same fare as the customer.
<b>Children</b>	Customers must be eight years of age or older to travel unaccompanied. Customers may bring children as PCAs or companions. A child who is five or under may travel for free with a fare-paying adult.
<b>Mobility Devices and Disability-Related Equipment</b>	
<b>Service Animals</b>	Service animals are permitted on paratransit. For more information on Valley Metro's service animal policies, visit <a href="http://valleymetro.org/service-animals">valleymetro.org/service-animals</a> .
<b>Mobility Devices</b>	VM Paratransit will accommodate mobility devices measuring up to 51 inches in length and 34 inches in width and weighing not more than 800 pounds when occupied.
<b>Oxygen and Other Equipment</b>	Must be able to be safely secured on board the vehicle without blocking safe path-of-travel for riders or the driver.
<b>Reservation Changes and Cancellations</b>	
<b>Reservations Number</b>	602.716.2200
<b>Reservations Hours</b>	Daily 6 AM to 7:00 PM
<b>Reservations Period</b>	1 to 14 days prior to service; no same day trips
<b>Reserving based on Pick-Up Time</b>	If customer requests a specific pick-up time, VM Paratransit will offer a pick-up time that is within one hour of the time requested.

<b>Reserving based on appointment time</b>	If a customer specifies an appointment time, VM Paratransit will offer a pick-up time which should enable the customer to arrive at his/her destination between 0 and 30 minutes before his/her specified appointment time.
<b>Changes</b>	May be made until 7:00 PM on the day before travel.
<b>Cancellations</b>	May be made until 2 hours before the scheduled pick-up time.
<b>Service Delivery</b>	
<b>Expectation for On-Time Pick-Ups</b>	Service is on-time if the vehicle arrives to transport the rider between 0 and 30 minutes after the pick-up time quoted to the passenger when the trip was booked.
<b>Expectation for On-Time Appointments</b>	Service is on-time if the vehicle arrives to drop off the rider between 0 and 30 minutes before the appointment time specified by the rider at the time the trip was booked.
<b>Early Trips</b>	A trip is early if the vehicle arrives before the scheduled pick-up window as communicated to the rider when the trip was booked, whether or not the rider takes the trip.
<b>Late Trips</b>	A trip is late if the vehicle arrives 31 minutes or more after the scheduled pick-up window as communicated to the rider when the trip was booked.
<b>Excessively Late Trips</b>	A trip is excessively late if the vehicle arrives 61 minutes or more after the end of the pickup window scheduled as communicated to the rider when the trip was booked.
<b>Missed Trips</b>	A trip is missed if the trip is later than 30 minutes after the end of pickup window whether or not the customer actually takes the trip and/or if the vehicle fails to arrive.
<b>Pick Up Window</b>	Pick-up window is zero to 30 minutes from the negotiated pick up time provided to the customer.
<b>Boarding Window</b>	A five-minute pick-up window during which the rider is expected to board the vehicle as long as the vehicle arrives on-time as defined herein. If the vehicle arrives early, the pick-up window begins at the scheduled pick-up time as defined herein.
<b>No-Show</b>	A no-show is when the rider fails to board the vehicle within the five-minute boarding window as defined herein. No-shows cannot be charged when the vehicle departs before the start of the pick-up window or when the vehicle arrives late or excessively late.

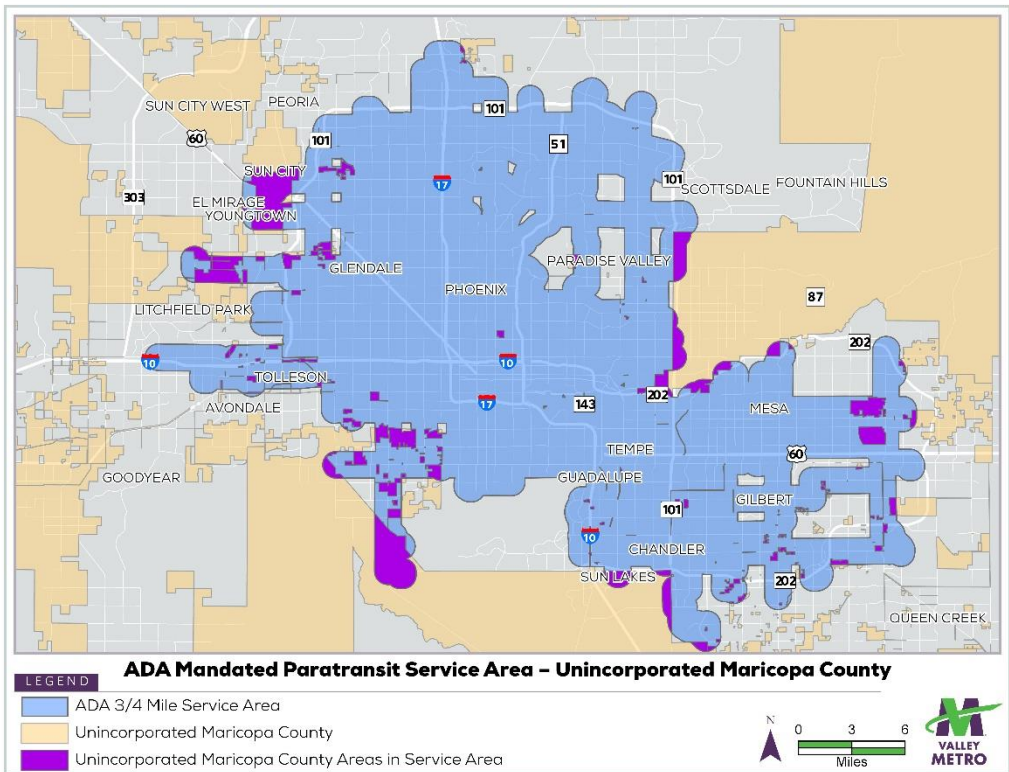
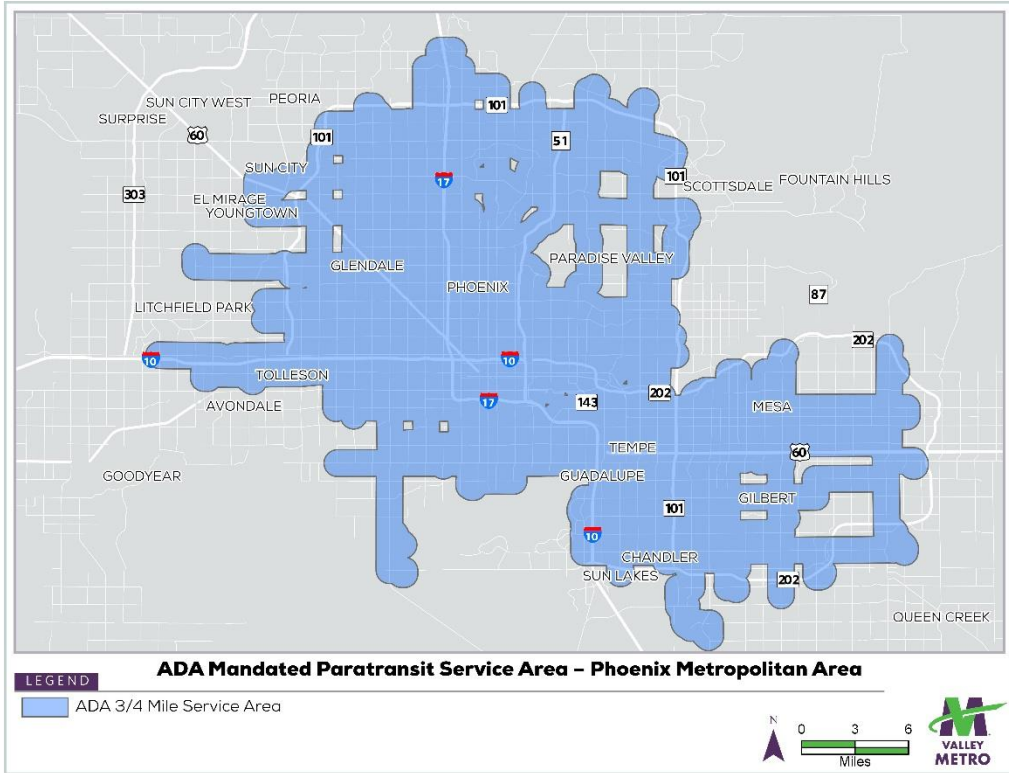
<b>Door-to-Door Service</b>	This is the base level of service, defined as service from the outermost door of a rider's origin to the outermost door of a rider's destination. The driver is not permitted to lose sight of a vehicle when occupied. Drivers are not required to go beyond the outermost door of a rider's origin or destination, and drivers are not permitted to enter a rider's place of residence.
<b>Hand-to-Hand Service</b>	This is a higher level of service provided for riders who are unable to be left alone safely. A driver must receive the rider from a care giver and accompany the rider from the outermost door of his/her origin to the outermost door of his/her destination and must ensure that a responsible person receives the customer at the rider's destination before departing. Valley metro will identify riders who must be provided hand-to-hand service.
<b>Driver Assistance</b>	The driver is expected to provide any of the assistance identified herein as needed/requested: guiding the passenger by the hand/arm, pushing the rider's mobility device, carrying small packages, assisting rider on and off vehicle, assisting with vehicle seatbelt and securement systems, and collecting the fare. Drivers are not permitted to lift or carry passengers or their children, and drivers are not permitted to enter a rider's place of residence.
<b>Use of the Lift/Ramp</b>	Any rider is permitted to use the vehicle lift/ramp upon request.
<b>Seatbelts and Mobility Device Securement</b>	All riders must wear seatbelts, and all mobility devices must be secured. VM Paratransit will not transport a rider who is not wearing a seatbelt or mobility devices that are not secured.
<b>Children</b>	A child may travel with the rider. The rider is responsible for ensuring that his/her accompanying child(ren) is/are transported in an approved child safety seat when required to do so by law. The rider is responsible for bringing his/her own child safety seat. VM Paratransit drivers are trained to assist with the securement of child safety seats, but drivers may not lift or carry children.
<b>Pets</b>	A pet, who is completely secured in a closed pet carrier, may be transported as long as the rider has notified the provider in advance and as long as the pet carrier fits on the rider's lap or at the rider's feet, without blocking the path-of-travel for riders or the driver.
<b>Packages</b>	Riders are subject to Valley Metro's approved package policy available in the Valley Metro ADA Paratransit Ride Guide. Drivers will assist with carrying small packages, weighing not more than fifty pounds in total.

<b>Ride Time</b>	VM Paratransit is a shared-ride service. Accordingly, a ride may take as long as a comparable trip would take on public transit.
<b>Provider and Contract Information</b>	
<b>Provider</b>	Contracted service - Prime contractor The Prime contractor manages service, accepts reservations, schedules trips, provides a portion of service and utilizes subcontractors who provide the rest. Prime contractor provides facility, fleet and employees. VM provides some technology and pays for fuel.
<b>Provider Rate Structure</b>	Contractor is reimbursed as follows: 1) Monthly fixed fee; 2) set price per trip provided by contractor; 3) actual cost of trips provided by subcontractors; 4) passenger fares collected by contractor and retained as partial payment; and 5) adjustments up or down for performance-based incentives and liquidated damages. Fixed fees and per-trip rates as set forth in the contract are provided in Exhibit 2.
<b>Performance Standards</b>	Included in Exhibit 3.
<b>Contract Term</b>	Five-year base; 1 three-year option and one two-year option.

The following Exhibits are hereto attached to Schedule “C”.

- Exhibit 1: Maps
- Exhibit 2: Contract Rate Sheet
- Exhibit 3: Contract Based Performance Standards
- Exhibit 4: Payments

## SCHEDULE C – Exhibit 1 – Maps



**SCHEDULE C – Exhibit 2 – Contract Rate Sheet**

Paratransit Contract Rates				
<b>Contract Year</b>	<b>Beginning</b>	<b>Ending</b>	<b>Annual Fixed Fee</b>	<b>Billable Cost per Transdev Trip</b>
1	7/1/2017	6/30/2018	\$ 4,865,269	\$29.92
2	7/1/2018	6/30/2019	\$ 5,227,885	\$30.67
3	7/1/2019	6/30/2020	\$ 5,389,333	\$31.09
4	7/1/2020	6/30/2021	\$ 5,544,771	\$29.82
5	7/1/2021	6/30/2022	\$ 5,693,367	\$30.95
6	7/1/2022	6/30/2023	\$ 5,393,190	\$29.84
7	7/1/2023	6/30/2024	\$ 5,711,807	\$30.86
8	7/1/2024	6/30/2025	\$ 5,890,225	\$31.91
9	7/1/2025	6/30/2026	\$ 6,070,573	\$32.99
10	7/1/2026	6/30/2027	\$ 6,258,875	\$34.11

**SCHEDULE C – Exhibit 3 – Contract Based Performance Standards**

**Valley Metro Paratransit**

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
<b>PICK UP-ON TIME PERFORMANCE</b>									
% of PICKUPS that arrive between 0 and 30 minutes after the scheduled pick up time	94.0% - 95.9%	98.0% - 100%	96.0% - 97.9%	94.0% - 95.9%	92.0% - 93.9%	<91.9%			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
<b>DROP OFFS-ON TIME PERFORMANCE</b>									
% of DROP OFFS that arrive between 0 and 30 minutes BEFORE the appointment time	94.0% - 95.9%	98.0% - 100%	96.0% - 97.9%	94.0% - 95.9%	92.0% - 93.9%	<91.9			
Indicator Value	% of Total Contract Revenues	1.0%	0.5%	0.0%	-0.5%	-1.0%			
<b>ACCIDENT FREQUENCY</b>									
Accidents per 100,000 miles operated	1.0 - 1.49	0 - 0.49	0.50 - 0.99	1.0 - 1.49	1.50 - 1.99	2 or more			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
<b>Customer Service/COMPLAINTS</b>									
Valid Complaints/1,000 Customer trips	2.0-2.99	0 - 0.99	1.0 - 1.99	2.0 - 2.99	3.0 - 3.99	4.00 or more			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
<b>Timeliness of Response to Complaints</b>									
Complaints in CAS from VM have five business days to research, resolve & respond; Complaints from member cities have three business days to research, resolve & respond through VM	Complaints resolved and closed on time								

# Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
Indicator Value	Amount of Disincentive	\$50 per day for late response							
<b>ROAD CALLS</b>									
# of miles between Road Calls	12,000 to 17,999 miles	24,000 miles or more	18,000 to 23,999 miles	12,000 to 17,999 miles	6,000 to 11,999 miles	5,999 or fewer miles			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
<b>Timeliness of PMI's for Dedicated Vehicles</b>									
100% of PMI's conducted within 10% of the number of miles recommended by the OEM	95% of PMI's conducted within 10% of miles per OEM guidelines			95%	Less than 95%				
Indicator Value	% of Total Contract Revenues			0.0%	-0.5%				
<b>Adherence to Vehicle and Driver Standards</b>									
Valley Metro observation that a vehicle is not in compliance with the vehicle specifications and/or driver does not meet uniform, appearance or service standards.	Monthly Observations								
Indicator Value	Amount of Disincentive	\$50 per occurrence of non-compliance							
<b>Excessive Trip Lengths</b>									
% of trips exceeding ride time standard	Less than 1% of Trips Exceed Ride Time Standard			Less than 1% of Trips Exceed Ride Time	1% or More Trips Exceed Ride Times				

## Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
Indicator Value	% of Total Contract Revenues			0.0%	-0.5%				
<b>Missed Trips</b>									
Vehicle arrives before the start of the pick-up window or after the close of the pick-up window, and the customer declines the trip or when the vehicle arrives more than thirty minutes after the close of the pick-up window—whether or not the customer chooses to take the trip	Less than 1% of Trips are Missed			Less than 1% of Trips are Missed	1% or More Trips Are Missed				
Indicator Value	% of Total Contract Revenues			0.0%	-0.5%				
<b>Timeliness of Data and Reports</b>									
Monthly invoice, reports and supporting documentation received by tenth business day of the month for the previous month. \$50 for every day late	Reports and the monthly invoice are submitted on time								
Indicator Value	Amount of Disincentive	\$50 per day that reports are submitted late							
<b>ADA Trip Denials</b>									
Denying a request due to capacity constraints; offering a pickup time that is more than one hour before or after a requested pickup time; offering a return pickup time which is earlier than the time a rider has indicated they can leave a location	No trip denials for ADA Service								
Indicator Value	Amount of Disincentive	\$250 per ADA denial							
<b>Major System Failures</b>									

## Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
Failure of telephone system, paratransit scheduling software and dispatch systems or any failure that interrupts or delays service	No system failures without redundant procedures in place and working within 15 minutes								
Indicator Value	Level 1	Amount of Disincentive	Failure between 15 minutes and 4 hours	\$1,000					
Indicator Value	Level 2	Amount of Disincentive	More than 4 hours but less than 24 hours	\$2,000					
Indicator Value	Level 3	Amount of Disincentive	More than 24 hours	\$2,000 per day					

## Schedule C – Exhibit 4 – Payments to Provider

Exhibit A “Payment Schedule” of Valley Metro’s paratransit provider contract outlines the method of reimbursement which will be used for these services:

- Fixed Fee – The RPTA’s contracted paratransit contractor will bill the agency a monthly fixed fee which will be allocated to each member based on its budgeted share of total paratransit trips to be provided.
- Per-Trip Charges – The RPTA’s paratransit contractor will bill the agency a set amount for each paratransit trip to be provided. Each member will be billed for each trip provided to its residents as well as for its share of trips provided to visitors as defined within the ADA. The member’s share for visitor per-trip costs will be equal to its share of the paratransit contractor’s fixed fee.
- Fuel – The RPTA’s paratransit contractor will be reimbursed for fuel used by dedicated vehicles on a pass-through basis with no mark-up. These fuel reimbursements are further limited to the average price for fuel in the Phoenix metropolitan area as well as to the expected level of fuel consumption as specified by each vehicle’s Original Equipment Manufacturer (OEM). Each member’s share of reimbursable fuel costs is equal to its share of the paratransit contractor’s fixed fee.
- Performance-Related Incentives and Liquidated Damages – The RPTA’s paratransit contractor will be eligible to receive incentives for exceptional performance, and to be assessed liquidated damages for poor service. The RPTA will bill each member agency its share of incentives, and the RPTA will credit each member for its share of liquidated damages. Each member agency’s share of billed incentives and credited liquidated damages will be equal to its share of the paratransit contractor’s monthly fixed fee.
- RPTA Overhead – the RPTA will bill each member agency a portion of the overhead required for the RPTA to oversee, manage and report on these services. Each member’s share of RPTA overhead will be equal to the member’s share of the paratransit contractor’s fixed fee.
- Passenger Fares – The paratransit contractor will collect a fare from each rider in accordance with the paratransit fare structure established by the RPTA and/or as agreed to between the RPTA and the member. The paratransit contractor will retain fares paid in cash as partial payment for the service provided, and the member will be credited for these fares. Each member will be credited those cash fares collected from those riders whose service is attributed to that member.

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT)  
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2020 to June 30, 2021 the maximum amount of Public Transportation Funds (PTF) available for the City of El Mirage is **\$26,220.00**. The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount:   **\$26,220.00**