

**TRANSIT SERVICES AMENDMENT**  
**BETWEEN**  
**THE CITY OF EL MIRAGE**  
**AND**  
**THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**  
**CONTRACT # 121-75-2024-03-00**

THIS AMENDMENT dated this 1st day of July, 2023, amends the following items of the Transit Service Agreement Contract #121-75-2023 entered into between the City of El Mirage and the Regional Public Transportation Authority, dated the 1st day of July 2020, as amended July 1, 2021 and July 1, 2022. (referred to as “Agreement”)

The following Sections amend those sections of the Master Agreement entered into July 1, 2020.

The following Schedules amend those Schedules of the Agreement entered into July 1, 2022:

The attached Schedule C amends Schedule C entered into July 1, 2022.

The attached Schedule E amends Schedule E entered into July 1, 2022.

All other terms of the Parties Transit Services Agreements remain unchanged and in full force and effect.

*[Signatures On Following Page]*

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

**REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)**

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

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

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

Michael Wawro, Interim General Counsel

**CITY OF EL MIRAGE**

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

Alexis Hermosillo, Mayor

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

Sharon Antes, City Clerk

APPROVED AS TO FORM:

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

Justin Pierce, City Attorney

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

For the period from July 1, 2023 through June 30, 2024, the Member will pay RPTA a total of **\$0.00** for the provision of regional paratransit services. The City shall pay the RPTA for the project in four (4) quarterly installments of **\$0.00**. Payment of invoices shall become due within thirty (30) calendar days after receipt of an invoice from RPTA. If at any time the costs of this program are projected to exceed the annual amount of **\$0.00**, the Parties will reduce service levels to stay within the budgeted amount.

**FY24 Paratransit Service  
Funded by City of El Mirage**

	<u>Paratransit</u>
<b>Trips:</b>	
Paratransit trips	387
<u>Total Trips</u>	<u>387</u>
 <b>Cost:</b>	
Contractor Transportation Cost	\$10,670
RPTA Salaries, Fringes & OHD	\$1,768
<u>Total Gross Program Cost</u>	<u>\$12,438</u>
<u>Total Fare Revenue</u>	<u>(\$1,486)</u>
<u>Total Net Program Cost Before PTF</u>	<u>\$10,952</u>
PTF Balance Available	\$30,555
PTF Applied	\$10,952
 <b>Member City Contributions:</b>	
Paratransit Service	\$0
<u><b>Total Member City Contribution</b></u>	<u><b>\$0</b></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, 2023</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
<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 RPTA. See the ADA paratransit service area map.
<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, for work or medical outside of El Mirage, and the trips begin in incorporated El Mirage going to an area within the ADA service area and during ADA service hours
<b>Trip Purposes</b>	Work or medical outside the City of El Mirage.
<b>Fare Structure</b>	
<b>Fares</b>	Two times the full fare for regular fixed route service
<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
<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 at minimum. Larger devices will be accommodated if the vehicle lift capacity allows.
<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 at the 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 zero 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 at 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 negotiated scheduled pick-up time 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 negotiated scheduled pick-up time 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 negotiated 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 is selected through a competitive procurement process.
<b>Provider Rate Structure</b>	Contractor is reimbursed per contract requirements as negotiated through the competitive procurement process.
<b>Performance Standards</b>	Performance standards are established and monitored based on the negotiation based on the competitive procurement process.
<b>Contract Term</b>	Contract term will be established through the competitive procurement process.

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

For the period July 1, 2023 to June 30, 2024 the maximum amount of Public Transportation Funds (PTF) available for the City of El Mirage is **\$30,555.00**. 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:   **\$30,555.00**