

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF LITCHFIELD PARK
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
FOR
TRANSIT SERVICES
CONTRACT# 142-75-2024-00-TSA

THIS TRANSIT SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2023 by and between the City of Litchfield Park, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "City") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as "RPTA"). City and RPTA are collectively referred to as the "Parties." This Agreement shall be effective on the date provided above and will end on June 30, 2024.

RECITALS

WHEREAS, City has authority to provide transit services and statutory 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 implementing the public transportation element of the regional transportation plan (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 City 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.

"City" means the City of Litchfield Park.

"Members" mean all cities who are members of East and West Valley Paratransit.

"Effective Date" means the date on which rights granted hereunder become operative, as specified in Section 6 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, epidemics, pandemics, wars, or similar accidents, disputes or similar events.

SECTION 2. SCOPE OF AGREEMENT

During the term of this Agreement RPTA shall provide the following services:

Ride Choice Program (Schedule D) This program is an alternative to Paratransit for eligible customers in participating cities. Eligibility varies by city, some cities authorize use by seniors 65 years of age and over, and all participating cities authorize individuals that are ADA certified by Valley Metro. RideChoice qualified residents of participating communities travel using a variety of transportation providers including rideshare companies, taxis and companies that provide wheelchair-accessible vehicles. The fare is \$3 for up to 8 miles with any additional miles costing \$2 per mile. Customers have a variety of payment options depending on the service delivery provider. Users may take up to 20 trips per month, however, if a customer needs more trips for work, school or medical appointments they are eligible for an additional 30 trips. Additionally, if customers need to take longer trips, they may be eligible to receive their service as a monthly allocation of 400 miles which can be used for trips

of up to no more than 50 miles in length and operating entirely within Maricopa County and within the jurisdictional boundaries of any other RPTA member communities. Each participating community subsidizes the cost minus fares for its residents.

Americans with Disabilities Act (ADA) Public Transportation Funds (PTF)
(Schedule E) The RPTA shall transfer or credit to the City funds allocated by the Board of the RPTA, and specified in Schedule C, for the purposes of reimbursing City for the cost to provide Paratransit services to ADA certified individuals.

SECTION 3. RPTA'S OBLIGATIONS:

3.1 With respect to the services provided hereunder, RPTA, shall:

- a. Negotiate and coordinate the implementation of operating agreements.
- b. Provide ~~Dial-a-Ride Paratransit~~ demand response brokerage services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The 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. Draft and secure RPTA Board approval for annual operating budgets.
- d. Plan for, prepare changes, and amend service specifications.
- e. Invoice the City on a quarterly basis for service(s) provided to City.
- f. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract. Collaborate with Cities and coordinate the Non ADA Fare Structure for services provided by the RPTA for ~~Dial-a-Ride~~ Demand Response Services, or under contract.
- g. Convene a Steering Committee, consisting of representatives from the City, the other participating Cities, 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 City to plan for, develop, contract for, monitor, and adjust service.
- i. Credit City up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders.
- j. Provide a complaint resolution process.
- k. Recommend service specifications in consultation with the City.
- l. Provide monthly reports by the 25th of the following month with the previous month's data on ridership, revenue collected, and applicable performance standards.
- m. Accept, research, resolve and report on customer complaints, using the RPTA Complaint Administration System (CAS).

3.2 RPTA will use its best efforts to provide a financial reconciliation within thirty (30) calendar days of the end of each quarter for informational purposes. A reconciliation of all costs of service (including any administrative fees) shall be conducted after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation within sixty (60) calendar days after the end of the fiscal year. If it is found that City has paid more than its share of the costs of service, RPTA shall credit such overpayment to City on its next invoice or refund the money to the City at the City's choice. Conversely, if City has under paid its share of the costs of services, RPTA shall invoice the underpayment to City. City shall pay all invoices submitted by RPTA to City within thirty (30) days.

3.3 The RPTA and the City may conduct service and financial audits, as required, of any services provided hereunder.

3.4 The RPTA shall provide performance data and financial reports on a monthly basis. The data will be provided electronically to City on the 25th, of the month with the previous month's data. The paratransit reports shall include at a minimum approves: ADA ridership versus non-- ADA ridership, revenue miles operated, as well as performance indicators by which the City and the RPTA can evaluate whether the service provider is meeting policies, and service standards.

3.5 By the third Friday in February of each year, the RPTA shall provide the City 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 City revises the budget estimate, RPTA shall prepare an amendment to this Agreement for City approval of the budget estimate.

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

SECTION 4. CITY'S OBLIGATIONS

4.1 With respect to the services provided hereunder.

- a. If City desires services in addition to the Services originally approved in this agreement, City shall provide funding adequate to finance such services over and above funding provided by the RPTA and City.
- b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days of invoice date for its costs to, monitor, manage and generally administer the service in City.
- c. At City's election, become City of and participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.

4.2 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 City 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 City 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.

4.3 City does hereby agree to participate in the RPTA Program(s) defined in Section 2 of this agreement.

4.4 Provide a written ninety (90) calendar day notice for major program changes.

4.5 Transit Life Cycle Program: City shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, City 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 5. TERM OF AGREEMENT

The term of this Agreement shall be effective July 1, 2023 for a period of one (1) year, unless terminated earlier in accordance with the terms of this Agreement. This agreement may be extended by written agreement(s) of the parties for up to an additional five (5) years. 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 6. EFFECTIVE DATE

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

SECTION 7. GENERAL CONDITIONS

7.1 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 City, 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 City.

7.2 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 City'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.

7.3 Alteration in Character of Work

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

7.4 Termination (and/or Changes in Service)

City 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 and (if termination was at the election of City) any penalty or costs whatsoever. If City has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if City has paid RPTA an amount less than the termination costs, then City shall pay to RPTA an amount equal to the difference between the termination costs and the amount that City 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 8. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 9. 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 City, which may be granted or withheld by City in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of City, its officers, officials, agents or employees (hereinafter referred to as "Indemnatee"), RPTA shall indemnify, defend, save and hold the indemnatee 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 City assigned to work full time for RPTA.

It is the specific intent of the Parties to this contract that the Indemnatee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnatee, 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 11. INSURANCE REQUIREMENTS

11.1. 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 City of Litchfield Park under these policies.

11.2. All coverage shall be evidenced on a certificate of insurance provided to the City of Litchfield Park prior to commencement of this contract. The City of Litchfield Park 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 City of Litchfield Park. Failure of the City of Litchfield Park to demand such certificates or other evidence of full compliance with these insurance requirements of failure of the City of Litchfield Park to identify a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

11.3. 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 City of Litchfield Park.

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

11.5 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 City of Litchfield Park.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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 12. 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 13. 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 City. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the RPTA Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 14. 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: General Counsel

101 N. 1st Avenue, Suite 1400

Phoenix, AZ 85003

If intended for City:

City Manager, Matthew Williams

214 W. Wigwam Blvd.

Litchfield Park, Arizona 85340

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 15. AMENDMENT

This Agreement may be modified or amended only by a written document executed by both RPTA and City, approved as to form by the City Attorney, and may be filed with the City'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 16. 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 17. 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 state court located in Maricopa County, Arizona.

SECTION 18. 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 19. SEVERABILITY

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

SECTION 20. BENEFIT AND BINDING EFFECT

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

SECTION 21. 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 22. 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 23. 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 24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

SECTION 25. 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 26. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and City 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 27. POLICE POWER

The Parties acknowledge the right vested in City 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 City from exercising such powers in connection with the subject matter hereof.

SECTION 28. 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, City 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, City 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 29. COMPLIANCE WITH THE E-VERIFY PROGRAM

29.1 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).

29.2 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.

29.3 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.

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

29.5 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).

29.6 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 30. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable federal, state and local civil rights laws and regulations, in accordance with applicable directives, except to the extent that the proper authority determines otherwise in writing.

SECTION 31. SUBJECT TO APPROPRIATIONS

The parties agree that their obligations under this agreement are subject to the availability of funds appropriated and budgeted for that purpose during the then-current fiscal year and that if either party fails or declines to appropriate funds for the purposes of this Agreement, this Agreement shall be deemed terminated on the last day of the last fiscal year in which funds were appropriated.

SECTION 32. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "A" Intentionally left blank

Schedule "B" Intentionally left blank

Schedule "C" Intentionally left blank

Schedule "D" RideChoice Program

Schedule "E" Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)

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 LITCHFIELD PARK

By: _____
Matthew Williams, City Manager

Attest: _____
Terri Roth, City Clerk

APPROVED AS TO FORM:

By: _____
Joe Estes, Attorney for Litchfield Park

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Joe Estes
Attorney for Litchfield Park

Michael Wawro,
Interim General Counsel

SCHEDULE "D"- RIDECHOICE SERVICES COST ESTIMATE

For the period from July 1, 2023 through June 30, 2024, the City will pay RPTA a total of **\$23,002.00** for the provision of RideChoice services. This payment will be broken into equal quarterly installments of **\$5,750.50**, which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service. The City intends to use their yearly allocation of Lottery funds to offset some of the required contribution based on the quarterly invoices.

| FY24 RideChoice Service | |
|--|-------------------|
| Funded by City of Litchfield Park | |
| | RideChoice |
| Trips: | |
| Ride Choice Trips | 850 |
| Total Trips | 850 |
| Cost: | |
| Contractor Transportation Cost | \$22,457 |
| RPTA Salaries, Fringes & OHD | \$3,095 |
| Total Gross Program Cost | \$25,552 |
| Total Fare Revenue | (\$2,550) |
| Federal Funding | |
| Total Net Program Cost | \$23,002 |
| PTF Balance Available | \$0 |
| PTF Applied | \$0 |
| Member City Contributions: | |
| RideChoice Costs | \$23,002 |
| Total Member City Contribution | \$23,002 |

Eligible residents of Incorporated Litchfield Park who are ADA certified and/or seniors 65 years of age or more.

**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 Litchfield Park is **\$0.00**. The PTF will credit actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders 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 | FY 2023-24 | \$0.00 |
|-----------------------|-------------------|---------------|

SCHEDULE "E" - PLATINUM PASS

City does hereby agree to participate in the RPTA ADA Platinum Pass Program specified in this Schedule D. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. The PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the City or sub-regional JE. Participation in the ADA Platinum Pass Program is voluntary by City and may be cancelled by City by providing a ninety (90) calendar day written notice to RPTA. This program is designed to encourage ADA certified individuals to use fixed-route service for a trip whenever possible, in lieu of a traditional paratransit trip. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the RPTA Board approved fare policy in effect.

Current fare information can be found here:

http://www.valleymetro.org/paying_your_fare/fare_options/.