

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF PEORIA
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 151-75-2018

THIS AMENDMENT dated this 1st day of July, 2017, amends the following items of the Transit Service Agreement Contract # 151-75-2017 entered into between the City of Peoria and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014, July 1, 2015 and July 1, 2016.

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

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

Paratransit (Schedule C). Paratransit is a shared-ride, door-to-door transportation service that transports designated passengers, within designated time periods, to destinations within areas where paratransit service is offered. There are two types of paratransit. Local paratransit is operated within the East Valley and serves the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe as well as adjacent County areas. Local paratransit is also operated within the Northwest Valley and serves the communities of El Mirage, Sun City, Sun City West, Surprise, Youngtown and the adjacent unincorporated areas of Maricopa County. Regional paratransit serves trips which begin and end within different local paratransit service areas.

ADA Platinum Pass Program (Schedule F) The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro's accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to

use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by Valley Metro. This program is funded entirely with regional Public Transportation Funds (PTF), so there is no cost to the rider or to the participating community.

SECTION 3. RPTA'S OBLIGATIONS:

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

- a. Negotiate and coordinate the implementation of operating agreements;
- b. Provide Fixed Route Bus, Paratransit 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;
- c. Provide marketing and merchandising of services;
- d. Draft and secure approval for annual operating budgets;
- e. Plan for, prepare changes, and amend service specifications;
- f. Invoice the Member on either a monthly or quarterly basis (as agreed upon by the parties) for service(s) provided to the members, based on a methodology determined by Valley Metro and its member jurisdictions;
- g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA on behalf of the member jurisdiction;
- h. Establish and maintain an informal working group where Valley Metro staff, staff from the member jurisdiction and other participating member jurisdictions and other appropriate parties can coordinate and monitor service and resolve service and contractual performance issues;
- i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- j. Credit Member up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- k. Provide and manage a complaint resolution process;
- l. Recommend service specifications in consultation with the Member;

- m. Provide monthly reports on ridership, revenue collected, and applicable performance standards on a frequency to be agreed upon between the parties;
- n. Accept, research, resolve and report on customer complaints, using the Valley Metro Complaint Administration System (CAS).

3.2 RPTA will use its best efforts to provide a financial reconciliation to Member within 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 by RPTA after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation to member within 60 calendar days after the end of the fiscal year. If it is found that Member has paid more than its share of the costs of service, RPTA shall credit such overpayment to Member on its next invoice or refund the money to the Member at the Member's option. If Member has under paid its share of the cost of services, RPTA shall invoice the underpayment to Member. Member shall pay all invoices submitted by RPTA within 30 days.

3.3 The RPTA and the Member may conduct service and financial audits, as required and at their own cost, of any Services provided hereunder.

3.4 The RPTA shall provide program-related data and reports to Member on a monthly basis. Reports shall be prepared in a format agreed upon between the parties and shall include a sufficient level of detail so as to permit either party to verify the amount and cost of service provided to all riders, the amount and cost of service provided to individuals with disabilities who are ADA paratransit eligible, and to enable the parties to measure the extent to which each service provider is meeting contractual requirements and performance standards.

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, 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.

3.6 RPTA shall notify Member of authenticated operations incidents as soon as practicable.

SECTION 4. Member's OBLIGATIONS:

4.1 With respect to the services provided hereunder, Member, shall:

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, 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 and generally administer the service within the Member's community.
- c. Work with Valley Metro staff (as necessary) to research and resolve complaints made by residents of Member's community. Although a resident who wishes to file a formal complaint about Valley Metro provided services should be referred to Valley Metro, Member acknowledges that it may receive complaints directly.
- d. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any working group established to provide guidance to Valley Metro for services provided hereunder.
- e. 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;
- f. The Member may purchase and install bus stop signs and associated amenities;
- g. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

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 Member may either terminate this Agreement pursuant to Section 7, D of Members Agreement # 151-75-2014 or, 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.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 2 of this agreement.

4.4 Member shall provide to RPTA a written ninety (90) calendar day notice for major service changes.

4.5 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").

The following Schedules amend those Schedules of the agreement entered into July 1, 2016:

The attached Schedule A amends Schedule A entered into July 1, 2016.

The attached Schedule C amends Schedule C entered into July 1, 2016.

The attached Schedule E amends Schedule E entered into July 1, 2016.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

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 Peoria

By: _____

Cathy Carlat, Mayor

ATTEST:

By: _____

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

By: _____

Stephen J. Burg, City Attorney

SCHEDULE “A” REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$1,613,935.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Peoria. The calculation to derive this figure is daily revenue miles of service times number of service days times cost per revenue mile of service.

FY18 Fixed Route Bus Estimate						
RPTA Operated in the City of Peoria						
PTF Funded						
Funding	RPTA					
HASTUS	Peoria					
Level	Route	Annual Miles	Gross Costs	Fares	PM	Net Cost
W	573	20,283	\$149,920	\$0	(\$13,216)	\$136,704
W	575	20,367	150,542	(33,609)	(13,271)	103,662
W	GAL	2,535	18,738	(2,357)	(1,652)	14,729
Grand Total		43,185	\$319,199	(\$35,966)	(\$28,139)	\$255,095

FY18 Fixed Route Bus Estimate						
Phoenix Operated in the City of Peoria						
PTF Funded						
Funding	RPTA					
HASTUS	Peoria					
Level	Route	Annual Miles	Gross Costs	Fares	Net Cost	
W	106	62,426	\$503,645	(\$108,539)	\$395,106	
W	138	102,665	832,699	(31,405)	801,294	
S	106	6,180	49,922	(8,754)	41,168	
S	138	9,483	76,340	(22,087)	54,253	
H	138	11,714	94,302	(27,284)	67,019	
Grand Total		192,469	\$1,556,909	(198,069)	\$1,358,840	

SCHEDULE “C” –PARATRANSIT SERVICES AND FINANCIAL INFORMATION

Sources of Project Operating Budget:

FY 2017-2018

For the period from July 1, 2017 through June 30, 2018, the Member City will pay Valley Metro a total of **\$223,918.00** for the provision of Northwest Valley Paratransit services. This payment will be broken into equal quarterly installments of **\$55,979.50** 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 method for reimbursing the contractor is described in Schedule C, Item 8 of this agreement.

For the period from July 1, 2017 through June 30, 2018, the Member City will pay Valley Metro a total of **\$108,223.00** for the provision of Regional Paratransit services. This payment will be broken into equal quarterly installments of **\$27,055.75** 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 method for reimbursing the contractor is described in Schedule C, Item 8 of this agreement.

Within 60 days of the close of the fiscal year, Valley Metro will conduct a final reconciliation of the paratransit program to determine the actual number of paratransit trips which are billable to each participating member. Valley Metro will use this analysis to determine which members have overpaid and which have underpaid, based on the actual service provided. In the event that either party owes the other, Valley Metro will either pay the member or invoice the member within 30 calendar days of acceptance of the final reconciliation by both parties. The member has 30 calendar days to pay any invoices pertaining to this program.

Paratransit is a shared ride door-to-door transportation program serving an East Valley service area comprising the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe, a Northwest Valley service area comprising the communities of El Mirage, Sun City, Sun City West, Surprise and Youngtown, trips to and from unincorporated Maricopa County, regional trips involving any two local paratransit service areas and trips to and from the Valley Metro Mobility Center.

Paratransit is intended to comply with the requirements set forth in the Americans with Disabilities Act of 1990 (ADA) and with additional requirements set forth in the Federal Rehabilitation Act of 1973. In addition, paratransit is intended to meet other requirements established by several member communities for additional services which the program provides on behalf of qualified residents of those member communities.

The goal of paratransit is to meet those transportation needs of people with disabilities who are ADA certified which cannot be met by Valley Metro's fixed-route bus and light rail service. Additionally, the goal of paratransit is to provide additional transportation services (within some participating communities) for qualified residents (including people with disabilities, seniors and other transit dependent people).

1. Type of Service

Paratransit is a door-to-door, shared-ride transportation system which is designed to provide service and which arrives during a thirty-minute scheduled pick-up window at least 95% of the time for all ADA and non-ADA customers.

Paratransit service is provided by a turnkey paratransit contractor who accepts trip requests, schedules service, operates a fleet of accessible vans and minivans to provide the majority of trips in a productive shared-ride manner, and who subcontracts with a local taxicab provider who operates the balance of the service with a fleet of taxicabs, vans and minivans, including vehicles which are accessible to people using mobility devices.

2. Eligibility Criteria

The ADA requires transit agencies to provide individuals with disabilities who are unable to use fixed-route transit with complementary origin-to-destination service called paratransit. The ADA requires each transit agency to establish procedures for determining ADA paratransit eligibility. The ADA further requires each transit agency to provide a minimum of 21 calendar days of ADA paratransit service to any visitor from any area in the country, whether served by a transit agency or not.

Valley Metro determines ADA paratransit eligibility for all member communities in the Phoenix metropolitan area, including those communities who operate their own local ADA paratransit services. Valley Metro uses an in-person physical and/or functional assessment to determine when and under what conditions an individual is able to use accessible bus and rail services and when ADA paratransit is required to meet the individual's mobility needs.

Each member community which provides non-ADA paratransit service determines the populations which its non-ADA paratransit service will transport. Most communities provide non-ADA paratransit service for qualified seniors age 65 and above and ADA eligible people with disabilities. Valley Metro utilizes an application process to determine eligibility for seniors and the ADA paratransit eligibility certification process to determine eligibility for people with disabilities who have not reached the age of 65. In those communities where non-ADA paratransit service is provided to other groups such as people who are economically disadvantaged, the member community determines eligibility for those groups and forwards information about eligible riders to Valley Metro who uses that information to provide service.

3. Restrictions/Priorities

Pursuant to ADA requirements, there are no trip priorities for ADA paratransit service. Some communities who provide non-ADA paratransit service have established priorities for trips to and from work and/or life-sustaining medical treatments.

4. Fares

In most communities, fares for ADA paratransit comply with Valley Metro's Board adopted paratransit fare structure. Several Northwest Valley communities have adopted ADA paratransit fares which are lower than the region's approved ADA paratransit fare structure. Non-ADA Dial-a-Ride fares are established by each community which provides non-ADA Dial-a-Ride service.

There are no fares for trips to and from the Valley Metro Mobility Center.

Information about current paratransit fares are available at the following link:
http://www.valleymetro.org/accessibility/dial_a_ride/fares

5. Days and Hours of Service

Local paratransit service in the East Valley operates daily from 4:00 AM to 1:00 AM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Local paratransit service in the Northwest Valley operates on non-holiday weekdays between 7:00 AM and 5:00 PM. In Surprise, service operates daily between 5:00 AM and 8:00 PM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Regional paratransit service operates daily between 5:00 AM and 10:00 PM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Service to and from the Mobility Center operates during Mobility Center hours of operation which are generally from 9:00 AM to 7:00 PM.

6. Service Area

Attachment 1 shows the East Valley local paratransit service area. Attachment 2 shows the Northwest Valley local paratransit service area. Attachment 3 shows the Regional paratransit service area.

7. Complaints

Valley Metro's Customer Service Department processes customer complements, comments and complaints for all paratransit services. Information about Valley Metro's customer service policies and procedures can be found on Valley Metro's website (<http://www.valleymetro.org>). In the event of a complaint, Valley Metro and/or the appropriate paratransit agency or contractor is responsible for researching, resolving, responding to customers, and for documenting its response back to Valley Metro. Routine service complaints must be addressed within fourteen calendar days. Urgent complaints must be addressed, to the extent practicable, within seven calendar days. ADA complaints must undergo a federally mandated seven-step review process, and be fully researched, resolved and documented within 45 calendar days. Each community is responsible for establishing a process for ensuring that customers who wish to file complaints are referred to Valley Metro's Customer Service Department, and each community is responsible for monitoring Valley Metro's performance in this area.

8. Payment 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.

9. Program Management

Valley Metro shall serve as Contract Administrator and shall be responsible for the following:

- Ensure that all paratransit services are provided in accordance with all applicable federal, state and local laws and requirements as well as prevailing industry standards and best practices
- Establish (in consultation with participating member communities) all paratransit policies, procedures and practices
- Select and oversee the paratransit contractor(s) and any subcontractor(s) thereto
- Oversee and manage the regional ADA eligibility certification process
- Receive, document, research, resolve and report on customer compliments, concerns and complaints
- Process and pay contractor invoices
- Provide data and reports as agreed upon by Valley Metro and the member communities
- Administer federal, regional, and local project funds
- Provide marketing and management support as needed

SCHEDULE “C” –PARATRANSIT SERVICE COST ESTIMATE

FY18 Dial-A-Ride

	Regional Peoria	NWDAR Peoria
Trips:		
ADA Trips	3,250	4,411
Non-ADA Trips	-	2,957
Total Trips	3,250	7,368
Cost:		
Contractor Transportation Cost	\$116,086	\$262,329
RPTA Salaries, Fringes & OHD	\$5,138	\$15,325
Total Gross Program Cost	\$121,224	\$277,654
 Total Fare Revenue	 (\$13,001)	 (\$14,736)
Federal Funding		(\$39,000)
Total Net Program Cost Before PTF	\$108,223	\$223,918
 Cost for ADA Service	 \$108,223	 \$134,043
Cost for Non-ADA Service	\$0	\$89,875
Net Program Cost	\$108,223	\$223,918
 Maximum PTF Available	 \$234,300	 \$126,077
PTF Applied	\$108,223	\$126,077
 Member City Contributions:		
ADA-Costs	\$0	\$7,967
Non-ADA Costs	\$0	\$89,875
Total Contribution	\$0	\$97,842

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

For the period July 1, 2017 to June 30, 2018 the maximum amount of Public Transportation Funds (PTF) available for the City of Peoria is **\$234,300.00**. The PTF will pay 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: **\$234,300.00**

ATTACHMENT "A" – PTF EXPENSE REIMBURSEMENT REQUEST

Regional Public Transportation Authority PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:		TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

	<i>For RPTA use only</i>
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer