

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF PEORIA
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 151-75-2019-02

THIS AMENDMENT dated this ____ day of April ____, 2019, amends the following items of the Transit Service Agreement Contract # 151-75-2019 entered into between the City of Peoria and the Regional Public Transportation Authority, dated the 1st day of July 2013 (the “Agreement”) as amended July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 20, 2017, July 1, 2018 and July 11, 2018.

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

SECTION 1. DEFINITIONS

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

“Member Bus Fleet” means the vehicles owned by, titled to, and registered to the Member, as described in Schedule J, that are operated by RPTA for the Peoria on the Go (POGO) Program pursuant to the terms of this Agreement.

SECTION 2. SCOPE OF AGREEMENT

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

Peoria on the Go Program (Schedule B). Peoria on the Go (POGO) is a circulator route that will serve residents in Peoria and connect neighborhoods with services and local and regional activity centers. This route will run bi-directionally, clockwise and counter clockwise, at 30-minute intervals for 12 hours per day, Monday through Friday or as otherwise modified by the Member.

SECTION 3. RPTA'S OBLIGATIONS:

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

- q. Provide transit services, using the Member's Bus Fleet, for the POGO route, as depicted in Schedule B attached hereto, including 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.
- r. RPTA's contractor staff will be trained in the use of POGO bus communications and technology systems including the TSO Mobile software, hardware and application. RPTA shall provide professional staff for the POGO Program as necessary to contract for, monitor, and adjust service as needed to operate the Member Bus Fleet for the POGO Program.
- s. In cooperation with the Member, establish policies and procedures for POGO operations.
- t. Cooperate with the Member in the marketing of the POGO Program.
- u. In conjunction with the POGO Program, accept, document, research, resolve and provide the Member with reports on customer comments and complaints and notify Member of all customer comments and complaints within thirty (30) days of receipt thereof.
- v. Provide the Member with the required invoices (monthly based on revenue miles), data and reports relating to the POGO Program.
- w. Provide efficient operating schedules, proper maintenance, and other business practices to emphasize fuel economy.
- x. Create and operate trip schedules to minimize dwell time in order to ensure optimum travel times.
- y. In the event of a transit labor strike or walkout, RPTA's contractor shall provide transit operations at a level equal to or greater than 60% of service on scheduled weekday revenue miles defined in Schedule B, within five (5) calendar days of the work stoppage. RPTA shall keep the Member informed of the service levels that can be provided as soon as reasonably possible.

3.4 The RPTA shall provide performance data reports on a monthly basis. The POGO fixed circulator route bus reports shall collect the following monthly performance statistics for the Member – all statistics will be reported by route except fuel efficiency and vehicles operated per day:

- a. Boardings;
- b. Wheelchair Boardings;
- c. Vehicle Revenue Miles;
- d. Operating Days;
- e. Average number of passengers by revenue mile of service;
- f. Operating Costs;
- g. Percent On-time Performance;
- h. Service Interruptions;
- i. Vehicle Breakdowns;
- j. Mechanical Failures;
- k. Fuel Efficiency;
- l. Wheelchair lift/ramp Breakdowns;
- m. Accidents;
- n. Vehicle Accidents;
- o. Passenger Accidents;
- p. Passenger Security Incidents;
- q. Total Customer Complaints and Compliments; and
- r. Crimes reported.

3.7 RPTA shall utilize the Member's Bus Fleet between April 3, 2019 and April 22, 2019 (the "Testing Period") to conduct initial testing without passengers of the POGO Program Route (Schedule B), training of RPTA's POGO Program staff and testing of the Member's Bus Fleet and associated systems.

3.8 In the event of a transit related collision, fire, major security incident, or media coverage occurring within Member jurisdiction or involving Member's Bus Fleet, RPTA shall notify Member within 60 minutes of occurrence and shall provide Member with a detailed final report within 48 hours.

3.9 RPTA shall use or cause the Member's Bus Fleet, which includes all systems contained on the vehicles, to be used, only for transporting passengers and providing related services and vehicle maintenance thereto in connection with the POGO Program as set forth herein.

3.10 RPTA shall manage, operate, and maintain Member's Bus Fleet in a safe manner in accordance with federal, state, and local requirements. RPTA shall ensure the Member's Bus Fleet will remain in a state of good repair at all times.

- a. Member's Bus Fleet shall receive a comprehensive mid-life refurbishment as established in the Valley Metro Fleet Rehabilitation Schedule.
- b. RPTA shall perform or cause to be performed all preventative maintenance and repairs to the Member Bus Fleet vehicles.
- c. RPTA shall maintain and repair all Member Bus Fleet vehicles to the Original Equipment Manufacturer (OEM) specifications, Federal Motor Carrier Safety Regulations and other applicable laws.
- d. RPTA shall provide the Member with a copy of RPTA's Fleet Maintenance Plan, which incorporates the requirements of this Section, accompanied by a written acknowledgment of RPTA's agreement to implement RPTA's Fleet Maintenance Plan and repair program for the vehicles.
- e. In the event of a major collision or other damage to any Member vehicle that has not reached its useful life and said vehicle is non-repairable or the cost of repair exceeds the remaining value of the vehicle, RPTA shall pay restitution to Member in the amount of the vehicle's fair market value at the time of loss.
- f. Member's Bus Fleet shall be operated within the Member jurisdiction to the extent practicable.
- g. The minimum lifespan (age and/or mileage) of a vehicle shall be determined by Member and based on FTA transit vehicle service life policy.
- h. When purchasing new vehicles for Member's POGO Program, or for replacement of Member's Bus Fleet, vehicle configuration, color scheme,

specifications, etc. shall be determined by Member. Member shall remain owner of record for all revenue vehicles purchased as expansion or replacement of Member's Bus Fleet.

- i. RPTA shall ensure that all applicable warranty claims are processed according to the Member's Bus Fleet manufacturer's instructions.

SECTION 4. MEMBER OBLIGATIONS:

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

- l. In cooperation with Valley Metro/RPTA, monitor service and contractor performance and adjust service as needed in the POGO Program.
- m. In cooperation with Valley Metro/RPTA, establish policies and procedures for the POGO Program.
- n. Maintain an internal complaint handling process for residents who wish to provide their comments and concerns to the Member regarding the POGO Program, rather than to Valley Metro's Customer Service Center.
- o. Pay RPTA for services rendered on the POGO program, as set forth in Schedule B.
- p. The Member shall determine brand identity and associated names and graphics for the Member funded POGO Program and services. The Member may independently market and promote such Member services and events.
- q. The Member shall have the right to establish fares for the POGO Program.
- r. Member shall have the final authority on the level of service and all related items as set forth, or to be set forth, in Schedule B.

SECTION 7. GENERAL CONDITIONS:

E. Intellectual Property Use and Ownership

RPTA's use of any of the City of Peoria's names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks including, but not limited to, POGO Peoria on the Go, POGO, and Bounce Around Town is limited to the

scope of this Agreement and must comply with the City of Peoria's requirements. RPTA cannot use the City of Peoria's aforementioned intellectual property for any other purpose without, in each case, the prior written consent of the City of Peoria.

The City of Peoria shall retain ownership of all its aforementioned intellectual property and materials, as well as any intellectual property created by the City of Peoria in conjunction with this Agreement and the POGO Program.

F. Title and Registration of Member Bus Fleet Vehicles.

All Member Bus Fleet vehicles are, and shall remain, throughout the Term of this Agreement, owned by, titled to, and registered to the Member.

G. Acceptance of Member Bus Fleet Vehicles for the POGO Program.

Upon delivery of the Member Bus Fleet vehicles for use during the Testing Period and the POGO Program, the parties will jointly execute a vehicle inspection document specifying the condition of the vehicles. RPTA shall assume all risk and responsibility for the vehicles until RPTA returns the vehicles to the Member. In absence of an extension or replacement of this agreement, RPTA shall return the vehicles to the Member in the same condition as originally delivered, except for ordinary wear and tear.

H. Possession of the Member Bus Fleet Vehicles.

RPTA cannot utilize the Member Bus Fleet Vehicles until RPTA has delivered to the Member, and Member has accepted, the documents evidencing proof of POGO Program insurance requirements coverages as set forth in Section 11 of this Agreement.

I. Member's use of Bus Fleet Vehicles.

The Member reserves the right to use the Member's Bus Fleet Vehicles during weekends and after POGO Program service hours upon giving RPTA twenty four (24) hours' notice of such a need. RPTA shall immediately deliver the requested vehicles from the Member's Bus Fleet to the Member and Member shall return the vehicles from the Member's Bus Fleet to RPTA 8 hours prior to RPTA re-commencing the route set forth in Schedule B. The Member shall

assume all liability for the vehicles from the Member's Bus Fleet during the time Member is operating the vehicles.

J. Member Bus Fleet Records.

RPTA shall prepare or cause to be prepared and keep Member Bus Fleet vehicle files by vehicle number documenting all vehicle maintenance including, without limitation, preventive maintenance, scheduled maintenance, unscheduled maintenance, inspections, parts usage and accident repairs. RPTA shall keep or cause these records to be kept current throughout the term of this Agreement and provide a copy of the records to the Member upon request, upon return of any vehicle to the Member and upon termination of this Agreement. Member shall have unrestricted access to all vehicle maintenance records at all times throughout the term of this Agreement. RPTA shall maintain all vehicle maintenance records generated in the performance of this Agreement for a period of five (5) years after the termination of this Agreement. RPTA shall retain all vehicle maintenance records for the period prescribed by the FTA after vehicle end of lifecycle disposal. Any violation of the provision of this section shall be deemed a material breach of this Agreement and subject RPTA to all legal remedies for breach, including termination of this Agreement.

K. Theft or Destruction of Member Bus Fleet Vehicles.

RPTA shall be solely responsible for and indemnify the Member against any and all loss associated with the theft or destruction of the Member Bus Fleet vehicles or the rendering of the vehicles unsuitable for use, as determined by the Member, due to fire, riot, insurrection, act of God, accident or theft.

L. No Property Interest in Member Bus Fleet Vehicles.

Member Bus Fleet vehicles are titled by the Member in the Member's name. RPTA shall acquire no property interest in the vehicles by virtue of, or operation of, this Agreement and the vehicles shall remain the property of the Member throughout the term of this Agreement.

SECTION 11. INSURANCE:

POGO Program Insurance Requirements.

A. “RPTA” or its designated Contractor, 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 Peoria under these policies.

B. All coverage shall be evidenced on a certificate of insurance provided to the Member prior to commencement of this contract. The City of Peoria, Arizona 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 Peoria, Arizona. Failure of the Member to demand such certificates or other evidence of full compliance with these insurance requirements or 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Commercial Auto Physical Damage Coverage - RPTA shall insure the Member's 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.

I. 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.

J. 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 31. 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 "J" Member Bus Fleet

The following Schedules amend those Schedules of the Agreement dated July 1, 2013, as amended:

The attached Schedule A amends Schedule A entered into on July 1, 2018.

The attached Schedule B implements bus service to commence on April 22, 2019 for the new Peoria circulator route, known as POGO.

The following Schedule is added to the agreement entered into July 1, 2013, as amended:

The attached Schedule J.

All other terms of the Parties Transit Services Agreement dated July 1, 2013, and amendments

thereto, remain unchanged and in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

By: _____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

By: _____
Vanessa P. Hickman, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$1,670,513** (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) x (number of service days) x (cost per revenue mile of service).

FY19 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	20,121	\$163,813	\$0	(\$27,187)	\$136,626
W	575	20,205	164,493	(14,346)	(27,300)	122,847
W	GAL	2,525	20,556	(3,703)	(3,411)	13,441
Grand Total		42,851	\$ 348,861	\$ (18,049)	\$ (57,898)	\$ 272,914

FY19 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*	64,186	\$504,597	(\$88,716)	\$415,880	
W	138*	103,911	816,899	(33,769)	783,131	
S	106*	6,302	49,546	(7,333)	42,213	
S	138*	9,667	75,996	(3,272)	72,724	
H	138*	10,968	86,226	(2,575)	83,651	
Grand Total		195,034	\$1,533,264	(\$135,665)	\$1,397,599	
<i>City of Phoenix routes include PM credits in the CPM.</i>						

SCHEDULE “B” – CITY FUNDED CIRCULATOR TRANSIT SERVICE PEORIA ON THE GO (POGO)

For the period April 22, 2019 to June 30, 2019, the City of Peoria will pay the Regional Public Transportation Authority **\$239,741.00** for the (POGO) fixed route service in Peoria. Payments made by the City of Peoria to RPTA for operation of Bus Routes depicted in Schedule B shall consist of three (3) monthly installments of **\$79,913.67** commencing April 22, 2019 and shall become due within thirty (30) days of receiving an invoice from the RPTA. The final monthly billing will occur in conjunction with the reconciliation process and may be adjusted based on the actual miles of service provided.

The calculation to derive this figure is: (daily revenue miles of service) x (number of service days) x (cost per revenue mile of service)

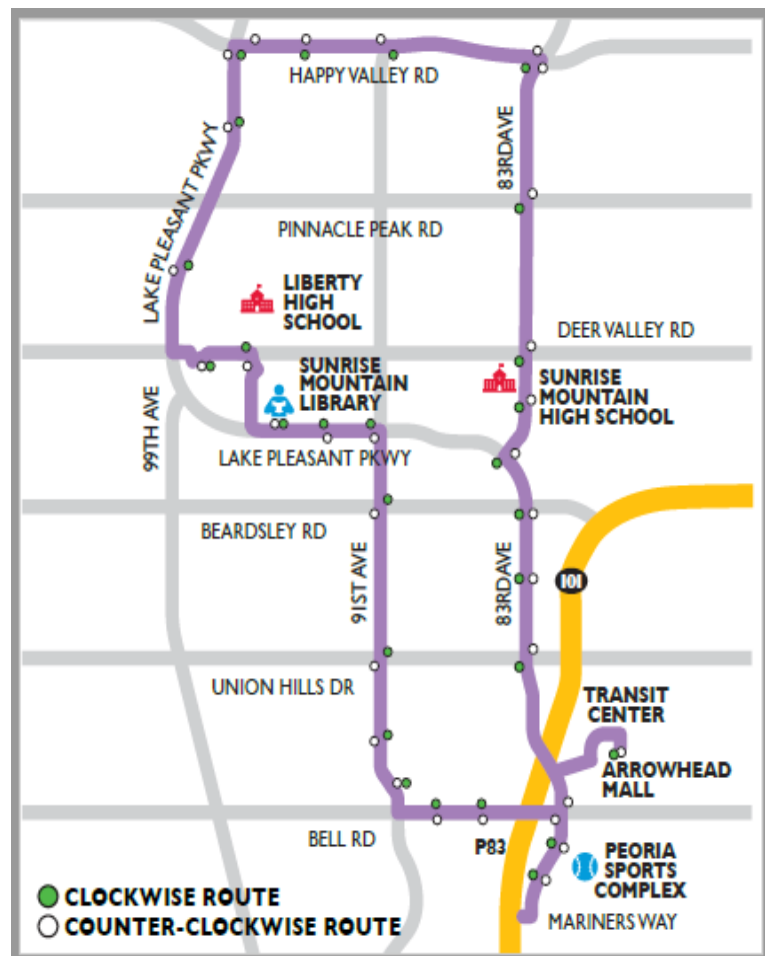
FY19 Fixed Route Bus Estimate						
RPTA Operated in the City of Peoria						
Peoria Funded						
Funding	Peoria					
HASTUS	Peoria					
Level	Route	Annual Miles	Gross Costs	Fares	PM	Net Cost
W	POGO	44,211	\$ 239,741	\$ -	\$ -	\$ 239,741
Grand Total		44,211	\$ 239,741	\$ -	\$ -	\$ 239,741

POGO – Peoria on the Go is a new bus route that will start on April 22, 2019. This bus route will be Peoria’s first circulator. A circulator is a bus service that is available to residents and visitors and connects neighborhoods with local services and local and regional activity centers. POGO is a circulator route serving Peoria and parts of Glendale.

POGO Facts

- Approximately 18 miles each way
- Passengers will not pay a fare to ride the POGO service.
- Route will run bi-directionally, clockwise and counter-clockwise, at 30-minute intervals for 12 hours per day, from about 6 a.m. to 6 p.m.
- Operates Weekdays, Monday through Friday
- Serving an area generally bounded 83rd Avenue, Happy Valley Road, Lake Pleasant Parkway, 91st Avenue, Bell Road, Route starts and ends at 83rd Avenue and Mariner’s Way.
- While the buses are owned by Peoria, the service will be operated through a contract with Valley Metro.

SCHEDULE “B” – MAP OF THE PEORIA ON THE GO (POGO) SERVICE AREA



Data, Reports and Invoices

Valley Metro will provide the following information on a monthly basis:

- Trips scheduled, cancelled and operated by day
- Trips on-time, late and excessively late (missed trips) by day
- Miles and hours operated
- Total service cost, broken down by contractor and Valley Metro costs
- Actual amount billable to Peoria
- Valid complaints
- Other data and statistics as agreed upon between the City of Peoria and Valley Metro

SCHEDULE “J” MEMBER BUS FLEET

CITY OF PEORIA SOM-28-G

Peoria #	Year	Make	Model	VIN	Body #	Stock #	Year	License Plate #
2254	2019	ARBOC	Spirit of Mobility	1HA6GUBB1KN002806	1A9D06980K6925041	71271	2019	G644JJ
2255	2019	ARBOC	Spirit of Mobility	1HA6GUBB8KN002530	1A9D06982K6925042	71272	2019	G646JJ
2256	2019	ARBOC	Spirit of Mobility	1HA6GUBB8KN002687	1A9D06984K6925043	71273	2019	G647JJ
2257	2019	ARBOC	Spirit of Mobility	1HA6GUBB9KN002648	1A9D06986K6925044	71274	2019	G648JJ
2258	2019	ARBOC	Spirit of Mobility	1HA6GUBB4KN002461	1A9D06988K6925045	71275	2019	G645JJ
2259	2019	ARBOC	Spirit of Mobility	1HA6GUBB2KN002782	1A9D0698XK6925046	71276	2019	G610JK