



MEMORANDUM Transportation & Development Department – Memo No. TN13-05

DATE: APRIL 25, 2013

TO: MAYOR & COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
MARSHA REED, ASSISTANT CITY MANAGER *MR*
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJ*
DANIEL W. COOK, TRANSPORTATION MANAGER *DW*

FROM: ANN MARIE RILEY, TRANSIT SERVICES COORDINATOR *AR*

SUBJECT: RESOLUTION NO. 4637 - APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR REGIONAL DIAL-A-RIDE SERVICES FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY 2012/13

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4637 approving an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for Dial-A-Ride Services for senior citizens and persons with disabilities for FY 2012/13 in an estimated amount of \$193,268.

BACKGROUND/DISCUSSION: The East Valley Dial-A-Ride (EVDAR) provides door-to-door, shared-ride public transportation services for senior citizens and persons with disabilities. In an effort to reduce costs and provide enhanced service, the RPTA Board awarded the contract to Total Transit, the company that runs Discount Cab. The contract provides for one year of service with an option to extend service for one additional year and a second option to extend service for an additional three years, for a total maximum contract length of five years.

The new contract began on July 1, 2012, with Total Transit and EVDAR passengers continue to experience high quality service. Although Total Transit operates primarily as a taxi cab organization (Discount Cab), non-ambulatory residents continue to be accommodated with larger passenger vans that are designed to provide ADA service.

This agreement will provide approximately 36,256 Dial-A-Ride passenger trips at a total net cost (gross cost less fare revenue) of \$1,073,135. As part of Proposition 400, RPTA will fund the cost of service for persons with disabilities in accordance with the Americans with Disabilities Act (ADA) in the amount of \$800,000, which is 79.8% of the total contract. Non-ADA service will be funded by the City in an estimated amount of \$193,268. This contract is a cost based contract where the City is obligated to pay for actual services provided.

FINANCIAL IMPLICATIONS:

Net City Cost: \$193,268
Savings: \$800,000 for ADA Dial-A-Ride service funded by Proposition 400
Long Term Costs: N/A

Fund Source:

<u>Acct. No:</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>Funds</u>
101.3340.5219.0000	General Fund	Transit Operations	\$ 64,000
216.3340.5219.0000	LTAF (Fund Balance Savings)	Transit Operations	\$129,268

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4637 approving an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for Dial-A-Ride Services for senior citizens and persons with disabilities for FY 2012/13 in an estimated amount of \$193,268.

Attachments: Resolution No. 4637
Intergovernmental Agreement

RESOLUTION NO. 4637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) TO PROVIDE REGIONAL DIAL-A-RIDE SERVICE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY 2012/13 IN AN ESTIMATED AMOUNT OF \$193,268.

WHEREAS, the City of Chandler desires to provide Dial-A-Ride public transportation services to its senior citizens and disabled; and

WHEREAS, the Dial-A-Ride program includes the federally required ADA service within three-quarter mile of all fixed route service; and

WHEREAS, the Dial-A-Ride Service also includes an equivalent ADA service in all remaining areas of the City not served by the federally required ADA Service; and

WHEREAS, the Dial-A-Ride Service also includes a City wide non-ADA for seniors and disabled citizens; and

WHEREAS, this Intergovernmental Agreement is amended annually to adjust cost allocations based on changes in service levels, procurement of capital equipment, and inflation; and

WHEREAS, it is deemed in the best interest of the City of Chandler and the citizens thereof to continue provision of Dial-A-Ride transportation services with certain changes to the IGA for FY2012/13.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) to provide Regional Dial-A-Ride service for senior citizens and persons with disabilities for FY2012/13 in an estimated amount of \$193,268.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2013.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4637 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2013, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**EAST VALLEY DIAL-A-RIDE (EVDAR)
INTERGOVERNMENTAL AGREEMENT**

CONTRACT # 118 32-2013

BETWEEN: THE City of Chandler, a Municipal Corporation (hereinafter referred to as the "CITY")

AND: THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (of Maricopa County), a public agency established pursuant to A.R.S. Section 48-5101, et seq., (hereinafter referred to as the "RPTA").

WHEREAS: The RPTA is authorized to contract for the provision of public transportation services pursuant to A.R.S. Sections 48-5122 and 48-5123; and

WHEREAS: The CITY is authorized to contract for the provision of public transportation services pursuant to the City of Chandler Code; and

WHEREAS: The CITY and the RPTA together with other Maricopa County cities desire to provide a regional public transportation system; and

WHEREAS: CITY has been authorized by its CITY Council and RPTA has been authorized by its Board of Directors to enter into this Agreement; and

WHEREAS: The RPTA has established a network of regional public transportation services within Maricopa County; and

WHEREAS: The CITY, a municipal corporation, and the RPTA, a public agency, have authority in accordance with A.R.S. Section 11-952 to enter into intergovernmental agreements;

NOW, THEREFORE IT IS AGREED by and between the parties, as follows:

DEFINITIONS

Dial-a-Ride Services: As described in Schedule A means a system operated for the purpose of transporting designated passengers, within designated time periods, to destinations within and between each of the Cities and Town, and to designated transfer points for travel outside of the East Valley Dial-a-Ride service area.

Broker: The prime contractor hired by RPTA to receive and schedule all trip requests, provide transportation services, and schedule and oversee trips subcontracted to other transportation providers.

Service Specifications: A detailed description of the Dial-a-Ride Services covered by this Agreement is found in Schedule A, and includes:

- a description of the service area;
- days and hours of operation;
- transfer points with other services;
- disabled passenger eligibility criteria;
- fare structure and fare zones within the service area;
- contract administration;
- complaint procedures;

SECTION 1: SERVICE AREA AND TRANSIT SERVICES

- 1.1 The boundaries of the Dial-A-Ride Service Areas are shown in Schedule B. This service area may be changed with the prior written consent of the RPTA and the CITY. The transit services specified in Schedule A shall be operated during the term of this Agreement.

SECTION 2: TERM AND RENEWAL

- 2.1 The term of this Agreement shall be from July 1, 2012 to June 30, 2013 with four (4) one-year optional amendments. Upon termination of this Agreement any and all property used in connection with this Agreement shall be returned to the party holding title thereto.
- 2.2 This Agreement or any portion thereof, may be canceled in any fiscal year, effective at the end of such fiscal year, if for any reason, the City Council fails to appropriate funds for Dial-a-Ride Services. CITY shall notify the other cities that are participating in the same type of service provision through RPTA ("Other Cities") and RPTA in writing of such failure to not appropriate funding prior to June 15 of the subject fiscal year.
- 2.3 Both RPTA and the City agree to use their best efforts to complete any amendments to the agreement or new agreement before the start of the new fiscal year.
- 2.4 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, provided the amount paid in the new fiscal year does not exceed 10% or \$50,000 whichever is greater, of the estimated amount of this Agreement unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period.

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 renewal Agreement can be fully approved and executed. RPTA realizes that CITY cannot remit payments to RPTA until City Council approves such new agreement or amendment. However,

that does not relieve CITY from its obligation to pay RPTA all sums due within thirty (30) days of City Council approval.

SECTION 3: RPTA RESPONSIBILITY

- 3.1 With respect to East Valley Dial A Ride, i.e. Dial-a-Ride, the RPTA, in consultation with and with the approval of the CITY, shall:
- a. Negotiate and coordinate the implementation of operating agreements;
 - b. Provide directly or through contractors (collectively, "Contractors"), Dial-a-Ride Services as provided in this Agreement.
 - c. Provide marketing and merchandising of services;
 - d. Draft and secure approval for annual operating budget for RPTA;
 - e. Plan for, prepare changes, and amend service specifications as contained in Schedule A;
 - f. Bill the CITY on a monthly basis for actual service (revenue miles) provided to Chandler residents or non-residents traveling in Chandler;
 - g. Subject to Schedule A, determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract;
 - h. Convene a Paratransit Steering Committee, consisting of representatives from the City, the Other participating Cities, and the RPTA to coordinate and monitor service and to resolve service and contractual performance issues; and
 - i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service.
 - j. Credit City pursuant to Schedule D, up to the pre-determined amount of Americans Disabilities Act (ADA), Public Transportation Funds (PTF) for the transport of ADA certified riders.
 - k. The RPTA will credit City with ADA PTF as approved by the RPTA Board of Directors
 - l. Provide customer complaint resolution process as shown in Exhibit B.
- 3.2 RPTA will provide a financial reconciliation within 30 calendar days of the end of each quarter. This quarterly reconciliation will show all costs of service (including any administrative fees) for informational purposes only. At the end of the fiscal year a final reconciliation shall be performed. RPTA will provide the end of year reconciliation within 60 calendar days. 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 bill the underpayment to CITY. CITY shall pay all invoices submitted by RPTA to CITY within 30 days and pay any financial reconciliation invoice within 60 days.
- 3.3 By February 21st of each year, the RPTA Chief Financial Officer shall, to the best of their abilities, prepare an estimate of the upcoming fiscal year costs, which can be relied upon by the city for budgeting purposes for the next fiscal year.
- 3.4 The RPTA and the City may conduct service and financial audits, as required, of the Dial-A-Ride Services. RPTA will assist and cooperate in these audits as requested by the CITY.

3.5 The RPTA shall provide performance data reports on a monthly basis. The data will be posted on a website available for the East Valley Cities to review and obtain the info. The reports shall include at a minimum: 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.

3.6 The RPTA shall collect the following performance statistics for the CITY:

- Boardings by CITY and Other Cities;
- Wheelchair Boardings by CITY and Other Cities; *
- Vehicle Revenue Miles by CITY and Other Cities;
- Vehicle Revenue Hours by CITY and Other Cities;
- Operating Days by CITY;
- Average number of passengers by revenue mile of service;
- Operating Costs;
- Passenger Revenue by Jurisdiction;
- Percent On-time Performance;
- Service Interruptions;
- Vehicle Breakdowns;
- Wheelchair lift/ramp Breakdowns;
- Accidents;
- Vehicle Accidents;
- Passenger Accidents;
- Passenger Security Incidents;
- Provide for local complaint resolution with citizens
- Crimes reported; and
- Vehicles Operated per day.

* There is a wheelchair-boarding fee that is charged for each wheelchair participant, RPTA will ensure that this fee is not charged for other assisted boardings.

3.7 If the CITY approves the budget estimate provided by RPTA per Section 3.3, RPTA shall prepare an amendment to the Agreement for City Council approval of the budget estimate in the format attached hereto as Schedule C.

It is understood by both RPTA and the CITY that the quarterly and final reconciliation pursuant to Section 3.2 of this Agreement are intended to reconcile only minor increases in the net cost of service to the CITY as shown in Schedule C. It is understood that the final reconciliation should not exceed more than a five percent (5%) increase to the net cost of service to the CITY for those services operated by RPTA. However, if the quarterly or final reconciliation are projected to exceed five percent (5%) of the net cost of service to the CITY for those services operated by RPTA, a contract change order shall be executed. The final reconciliation may result in an increase or decrease of the cost of service to the City.

SECTION 4: CITY RESPONSIBILITIES

4.1 With respect to Dial-a-Ride Services, CITY shall:

- a. If CITY desires services in addition to the Dial-a-Ride Services described in Schedule A, CITY shall provide funding adequate to finance such services over and above funding provided by the RPTA and CITY pursuant to Schedule C;
- b. In addition to funding necessary to finance service, reimburse the RPTA within 30 days for its costs to contract for, monitor and generally administer the service in CITY
- c. Provide for local complaint resolution with citizens of the CITY;
- d. Participate in the screening and selection of Contractors;
- e. Become members of and participate in all meetings, deliberations, and decisions of the Paratransit Steering Committee.

SECTION 5:

5.1 Records

The Federal Transit Administration (FTA), the Comptroller General of the United States, or any designee, and the CITY shall have access to all books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. All required records shall be maintained for a minimum of five (5) years after all pending matters are closed.

5.2 Covenant Against Contingent Fees

All 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, City Council, the RPTA Board or any employee of the respective Cities or RPTA, has any interest, financially or otherwise, in this Agreement.

5.3 Alteration in Character of Work

Minor alterations in the character of the service to be provided hereunder shall be authorized in writing by RPTA and acknowledged by CITY by letter. Mutually agreed-upon costs associated with minor changes will be reflected in the year end reconciliation of final costs pursuant to Section 3.2 of this Agreement. Whenever an alteration in the character of such service results in a substantial change in the nature of services, thereby materially increasing the maximum costs of the Dial-a-Ride Services as defined in the RPTA/Contractors agreement, a Contract Change Order or Supplemental Agreement shall be executed by CITY and the RPTA subject to City Council approval. Any amendment alteration, or other change to this Agreement must occur in a writing specifically referring to this paragraph.

5.4 Termination

In addition to the termination rights in Section 2.2, the 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 abandon any portion thereof. Such termination of this Agreement may be at any time and for any reason, with or

without cause, upon providing ninety (90) days' prior written notice. Such termination shall be effected by delivery of a Notice of Termination specifying 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 (including, but not including, any costs of such termination as a result of 49 U.S.C.5333(b), formerly the Federal Transit Act Section 13(c) Requirements as described in Section 5.7 of this Agreement). The total of all costs described in the preceding sentence shall hereinafter be referred to as "termination cost". If terminating 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 the terminating CITY shall pay to RPTA an amount equal to the difference between the "termination costs" and the amount paid. Final payment shall be made within thirty (30) calendar days after the termination of service.

5.5 Successors and Assigns

This Agreement shall not be assignable, except at the written consent of RPTA and CITY hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.6 Labor Protective Provisions

CITY shall fully cooperate with RPTA in meeting the legal requirements of the labor protective provisions of 49 U.S.C. 5333(b) [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.

5.7 Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

5.8 Civil Rights

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those civil rights laws and regulations set forth on Exhibit A, as such civil rights laws and regulations may be amended from time to time.

SECTION 6: INDEMNIFICATION

CITY and RPTA agree to defend, indemnify and hold harmless the other party to this Agreement and any of their agents, officers, employees or directors (irrespective of the termination of this Agreement) on a current basis from and against any and all claims, liabilities and causes of action which may be imposed upon, incurred by or asserted against them or any of their agents, officers, employees or directors attributable, directly or indirectly, to or arising in any manner by reason of the negligence, error, omission or intentional acts of any agent, officer, employee or director of the other party. The other party shall pay all claims, losses and costs of any nature whatsoever (including reasonable attorney's fees) in connection therewith, and shall pay all costs and judgments which may issue thereon. This Section 6 shall also apply to the provisions set forth in Section 5.6 of this Agreement.

SECTION 7: CAPITAL/EXPENDITURES; BUDGET

Capital expenditures for equipment, vehicles, facilities or otherwise shall be limited to the approved budget, appended to this Agreement as Schedule C.

SECTION 8: AMENDMENT

Subject to approval of the respective governing bodies for each party to this Agreement, this Agreement may be amended in whole or in part by agreement in writing of RPTA and CITY hereto including, without limitation, the substitution of a revised Schedule C.

SECTION 9: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 10: 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 11: ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 12: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

SECTION 13: WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

SECTION 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

SECTION 15: CAPTIONS

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

SECTION 16: CANCELLATION

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

SECTION 17: SCHEDULES AND EXHIBITS

All schedules and exhibits referred to in this Agreement and attached to this Agreement are expressly incorporated herein by this reference.

SECTION 18: NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other; provided, however, that RPTA may assign its rights and delegate its obligations hereunder to a successor in interest without obtaining such consent.

SECTION 19: NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Contract or any Notice to Proceed issued hereunder shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to RPTA:

Regional Public Transportation Authority
101 N. 1st Ave., Suite 1100
Phoenix, Arizona 85003
(Attention: Stephen R. Banta, Chief Executive Officer)

If to CITY:

City Manager
City of Chandler
Mailstop 605
P.O. Box 4008,
Chandler, Arizona 85244-4008

With a copy to:
City of Chandler
Transportation Manager
P.O. Box 4008, Mailstop 412
Chandler AZ 85244-4008

A Notice shall be deemed received at the time it is personally served; on the day it is sent by e-mailed PDF file or by facsimile transmission; on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) working days after the Notice is deposited in the United States mail as above 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 or the person to receive Notice by notifying the other Party as provided in this paragraph.

Notices sent by e-mailed PDF file or by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

SECTION 20. COMPLIANCE WITH THE E-VERIFY PROGRAM

20.1 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).

20.2 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.

20.3 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.

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

20.5 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).

20.6 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 21. LEGAL COMPLIANCE AND PROHIBITION

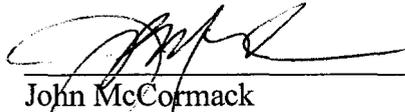
To the extent applicable, RPTA and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CITY and RPTA each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CITY each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day
of _____, 2013.

By: _____
Jay Tibshraeny
Mayor

By: 
Stephen R. Banta
Chief Executive Officer

By: _____
Chandler City Clerk

By: 
John McCormack
Chief Financial Officer

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.

For the City of Chandler



Attorney for RPTA

SCHEDULE A

EAST VALLEY DIAL-A-RIDE SERVICE DESCRIPTION

The goal of the East Valley Dial-a-Ride (EVDAR) is to enhance the mobility of senior citizens and persons with disabilities living in the cities of Chandler, Mesa, Tempe, Scottsdale, and the Town of Gilbert and neighboring communities. The EVDAR provides a joint Dial-a-Ride program in Chandler, Mesa, Gilbert, Tempe and Scottsdale that will coordinate with the existing service in Phoenix.

The program is designed to meet the performance criteria established by the Federal Transit Administration (FTA) Section 504 Program and the Americans with Disabilities Act (ADA) of 1990. The following is a description of the service:

1. Type of Service:

A reservation based paratransit transportation service with a 45-minute on time window for Non-ADA service at least 95 percent of the time and with a 30 minute on time window for ADA service at least 95 percent of the time. The EVDAR service is provided by a broker that performs 50% of the trips while the remaining 50% are sub-contracted to at least three (3) other transportation companies and at least one (1) non-profit. The broker has a fleet of taxi cabs, sedans and other accessible vehicles, the sub-contractors also have cabs, sedans, medical transport and accessible vehicles. The combined fleet is sized to meet all demands of the EVDAR.

2. Eligibility Criteria/Certification Cards:

This service is available for use by persons with disabilities and those that are ADA certified and reside in the City and by persons aged 65 and older. Only those with valid ADA certification or ADA visitors will be eligible to book an ADA trip.

3. Restrictions/Priorities:

Priority will be given to all ADA trips and there will be no restrictions or priorities based on trip purpose for any ADA trips.

4. Fares:

ADA fares shall not exceed the adopted RPTA Board Policy and are a flat rate and apply throughout the services area.

Non-ADA fares are based on a zone fare system agreed to by the member agencies of the EVDAR. The first zone will be one dollar (\$1); each additional zone will be 50 cents beginning July 1, 2012. Notwithstanding any provisions of this Agreement, Fares may be amended at any time upon the approval of the Chandler City Council. The map attached in Schedule B outlines the zones in each City and Town. Passengers not a resident of the participating Cities trip miles will be charged based upon revenue miles traveled within each city or town's jurisdiction. A Non East Valley Dial a Ride Citizen is to be brought to the nearest boarder transfer point.

5. Days and Hours:

Service hours every day for ADA and Non-ADA service will be from 4:00 a.m. to 1:00 a.m. in Chandler, Gilbert, Mesa, Scottsdale and Tempe. Days and hours of operation may be amended at any time upon mutual agreement among parties to this Agreement.

6. Service area:

The EVDAR Service Area is more fully depicted in Schedule B. For the City of Chandler, the service does not include County island areas within the jurisdictional limits of Chandler. Each community's Service Area may be amended at any time upon agreement among the parties to this Agreement.

Residents that are in a county island and do not have a Chandler address and not a resident of Chandler and are paid for by the county. Non-ADA trips for residents of county islands in the EVDAR service area within Maricopa County are paid for by Maricopa County.

7. Transfers:

Transfers to or from the Phoenix dial-a-ride services will be arranged by the originating dial-a-ride and in a way that ensures that the receiving dial-a-ride is open and that the passenger does not wait more than 30 minutes for the transfer vehicle. A Non East Valley Dial a Ride Citizen is to be brought to the nearest boarder transfer point.

8. Complaints:

There is a central (RPTA-based) complaint system and process referred to as the Customer Assistance System (CAS). The broker and sub-contractors, monitored by Valley Metro, will have all complaints entered into CAS. The broker and sub-contractors will respond to the complaints and document resolution in CAS.

9. Payment to Provider:

The operator will be paid on a monthly fixed fee, cost per revenue mile and a one-time surcharge for every wheelchair boarding of City Residents. All fares will be kept by the operator but remain the property of RPTA and serve to offset expenses. .

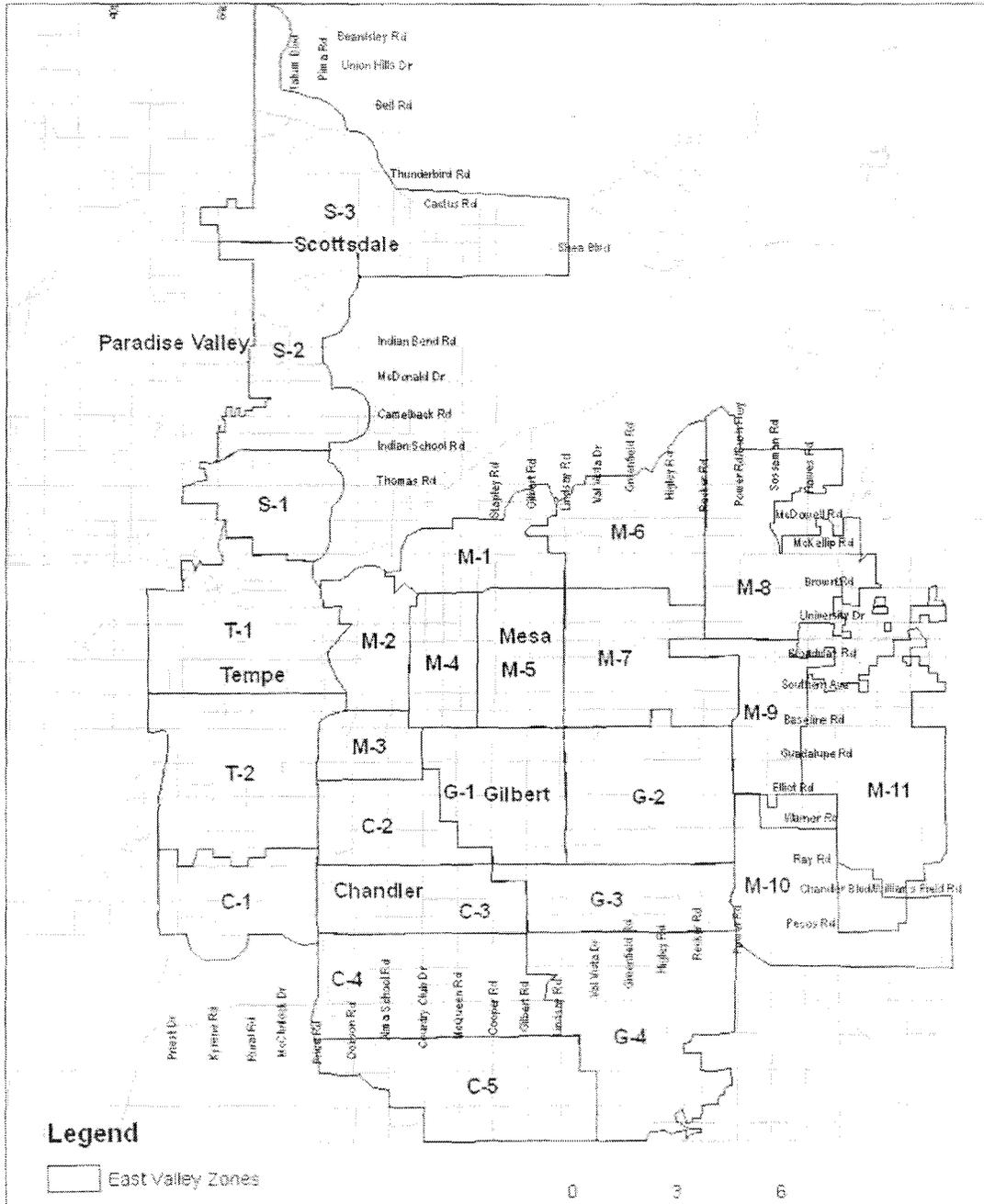
10. Contract Administration:

RPTA shall serve as Contract Administrator. RPTA Shall:

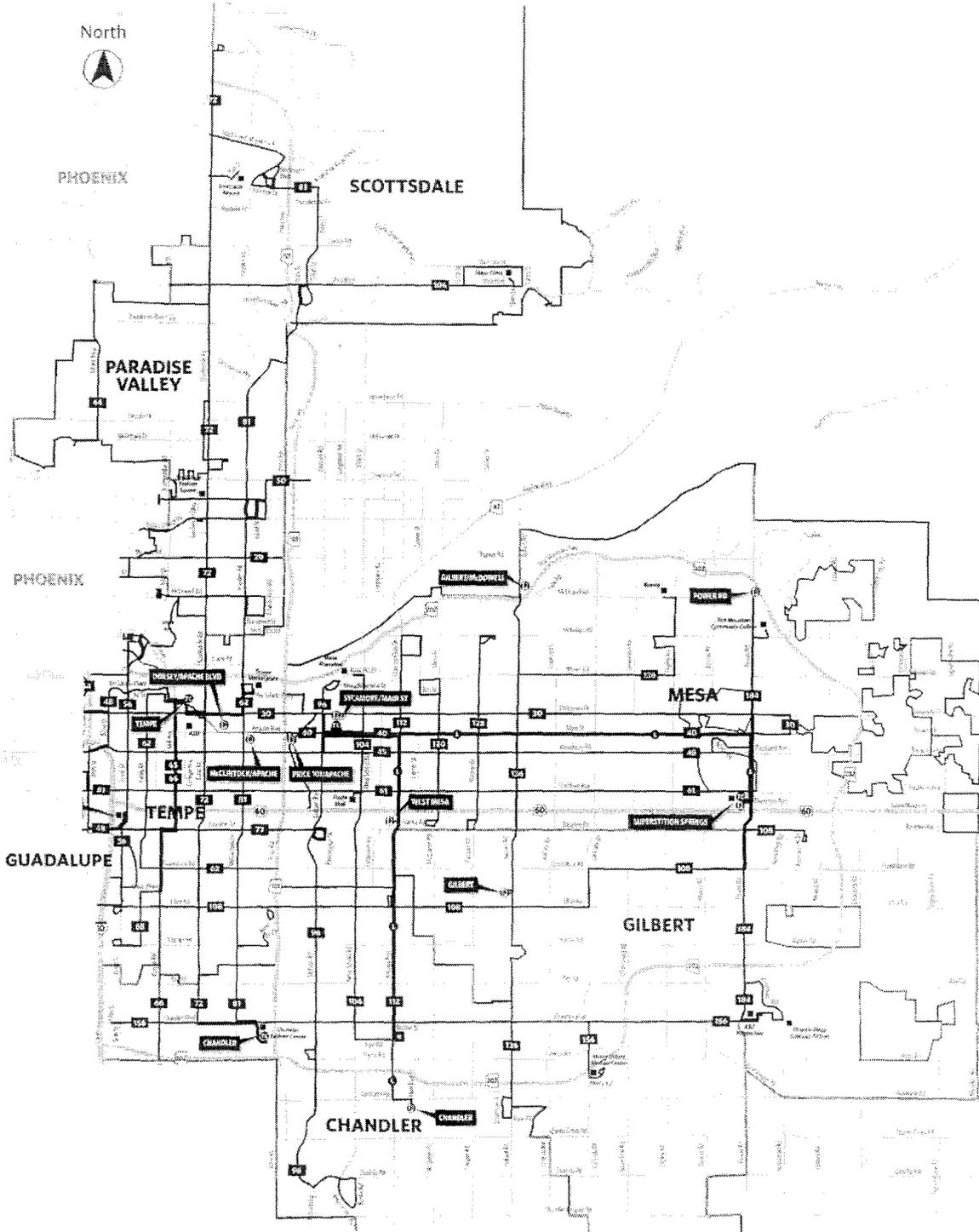
- Provide regular reports to Funding agencies (cities/town)
- Process, review, validate, and pay contractor invoices
- Process customer complaints
- Ensure compliance of the contract and that its operation adheres to state, local, and federal Laws.
- Administer federal, regional, and local project funds
- Market and manage the project.

SCHEDULE B
MAPS OF SERVICE AREAS

East Valley Zones by City



SCHEDULE B
MAPS OF SERVICE AREAS



SCHEDULE C

FINANCIAL INFORMATION

I. Sources of Project Operating Budget:

FY 2012-2013

For the period of time July 1, 2012 through June 30, 2013, the City of Chandler will pay RPTA an estimated amount of **\$193,268.00** for provision of East Valley Dial A Ride Services. Payments will be made monthly based on total revenue miles traveled by Chandler residents and other costs, less fare revenue. The cost per revenue mile charged to the City of Chandler and other costs are established by the contract between the RPTA and the Broker. Chandler shall pay RPTA in twelve (12) monthly installments of **\$16,105.67** and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Expenses for Dial-a-Ride Services under this Agreement are allocated to jurisdictions that are part of the EVDAR System (Member Jurisdictions) based upon the number of vehicle revenue miles (VRM) projected to be provided to the Member Jurisdiction's passengers based on residency status. VRM shall be allocated based upon the actual number of miles utilized in the following manner: If a passenger is a resident of a Member Jurisdiction, the expense for the passenger's transportation (within the EVDAR system) shall be charged to the Member Jurisdiction for which the passenger is a resident regardless of where the trip originated or terminated. If a passenger is a non-resident of the Member Jurisdictions, the expense for the passenger's transportation (within the EVDAR system) shall be allocated to the jurisdiction based on the (VRM) in each Member Jurisdiction; and the non-resident passenger will be transported to the closest transfer location the City of Phoenix when leaving the EVDAR Service Area.

NOTE: In the new brokerage model, vehicle revenue miles will be the shortest travel distance between the origin and destination as determined by the demand response software. There is no deadhead.

SCCHEDULE C Cont.

East Valley DIAL-A-RIDE			
Cost Projections			
FY 12/13			
	Total	Chandler	Percent
Passenger Trips	221,659	36,256	16.0%
Revenue Miles	1,773,269	290,049	16.0%
Wheelchair Trips	33,249	2,697	7.9%
Gross Contractor Cost	\$ 6,135,492	\$ 1,004,306	16.0%
Other Indirect Expenses	\$ 123,190	\$ 19,678	16.0%
Salaries, Fringes & Overhead	\$ 307,705	\$ 49,151	16.0%
Gross EVDAR Svc Ops	\$ 6,566,387	\$ 1,073,135	
Less Fares	\$ (500,000)	\$ (79,867)	16.0%
Less: ADA Platinum Program	\$ (105,750)	\$ -	
Less: Remaining ADA Funds	\$ (4,976,150)	\$ (800,000)	79.8%
Net EVDAR Svc Ops	\$ 1,008,748	193,268	

SCHEDULE D

PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2012 to June 30, 2013 the maximum amount of Americans Disabilities Act (ADA) and Public Transportation Funds (PTF) available for the City of Chandler is \$800,000.00. 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. The attached Operating Budget lists the estimated amount of PTF ADA funds for City based on the previous year's history. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

Any remaining PTF ADA 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 amounts:

City of Chandler	\$800,000.00
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EXHIBIT A

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.
- c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:
- (1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to

follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

EXHIBIT B

EVDAR Standard Operational Procedure

Date: March 2012

Topic: Customer Contact Processing

Introduction

Normally customer complaints will be forwarded to the service delivery provider, Total Transit in one of three (3) ways; 1) the complaints are received directly by Total Transit; 2) complaints are forwarded from Valley Metro RPTA staff; or 3) they are forwarded from the Valley Metro Customer Service Center. It is the responsibility of Total Transit to ensure that all passenger complaints are documented, thoroughly investigated and responded to.

Procedure

When a complaint has been registered, Total Transit shall ensure that it is documented, investigated and a response is made, either by phone call or written correspondence, to the complainant with the results of the investigation. Unless otherwise requested, contact with the complainant should be made acknowledging their concerns within seventy-two (72) hours of the receipt of complaint and responded to within 5 days.

Customer contacts received from Valley Metro Customer Service Center can be accessed using the Web based Customer Assistance System (CAS). Customer contacts received directly by Total Transit or forwarded from Valley Metro RPTA staff must be forwarded to the Valley Metro Customer Service Center once investigation and responses are complete.

A monthly report shall be prepared by Total Transit and forwarded to Valley Metro RPTA. The report shall include the date each complaint was received, description of the complaint, date of investigation, investigation results, date responded to complainant, and description of response. (See example report, Exhibit (XX) Request for information and issues that can be easily resolved need not be reported.