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DEC 11 2014



MEMORANDUM **Transit Services – Memo No. TN15-07**

DATE: DECEMBER 11, 2014

TO: MAYOR AND COUNCIL

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

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

SUBJECT: RESOLUTION NO. 4817 APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) AND THE CITY OF CHANDLER TO PROVIDE FIXED ROUTE BUS SERVICE, DIAL-A-RIDE, AND RIDE CHOICE PROGRAMS FOR FISCAL YEAR 2014/2015, IN AN ESTIMATED AMOUNT OF \$557,353

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4817 approving an amendment to the Intergovernmental Agreement (IGA) between the Regional Public Transportation Authority (RPTA) and the City of Chandler to provide Fixed Route Bus Service, Dial-A-Ride, and Ride Choice programs for Fiscal Year 2014/2015, in an estimated amount of \$557,353.

BACKGROUND/DISCUSSION: This is the first of four (4) annual amendments with RPTA for the provision of transit service through June 30, 2015. Each year an amendment is made to adjust for operating costs and service levels.

Fixed Route Bus Service: There are thirteen (13) bus routes that operate within the City of Chandler. These include ten (10) local fixed routes, two (2) express routes, and one (1) LINK bus route. Chandler's bus service is funded by three (3) different funding sources: Public Transportation Funds (PTF), City funds (General Fund), and Local Transit Assistance Funds (LTAF) as shown in the Table below. For Fiscal Year 2014/2015 approximately 63,525 miles will be funded by the City and LTAF and approximately 920,037 miles will be funded with PTF funds. The estimated total cost for fixed route bus service is listed below in Table 1.

East Valley Dial-A-Ride: Dial-A-Ride provides door-to-door, shared-ride public transportation services for senior citizens and persons with disabilities. For Fiscal Year 2014/2015 approximately 60,431 trips will be provided for an estimated cost listed below in Table 1. Proposition 400 funds will cover the

cost of service for persons with disabilities in accordance with the Americans with Disabilities Act (ADA).

Ride Choice: The Ride Choice program offers additional transportation options for seniors and persons with disabilities. This program offers participating residents more flexibility and helps minimize the City's cost of Dial-A-Ride. Participants use a reloadable card and can purchase up to \$100 in value for \$25 each month. This program is funded with grant funding and City funds. For Fiscal Year 2014/2015 an estimated 6,000 trips will be provided and the estimated cost for the Ride Choice program is listed below in Table 1.

**Table 1
 Service Funding Information, Fiscal Year 2014/2015**

	LTAF	City General Fund	Grant Fund	Proposition 400 Public Transportation Fund (PTF)	Totals
Fixed Route Bus Service	\$235,974	\$ 75,000		\$4,274,692	\$4,585,666
East Valley Dial-A-Ride	\$168,379	\$ 19,398		\$1,180,000	\$1,367,777
Ride Choice		\$ 58,602	\$15,708		\$ 74,310
Totals	\$404,353	\$153,000	\$15,708	\$5,454,692	\$6,027,753
City-Funded Total	\$557,353				

FINANCIAL IMPLICATIONS:

City Cost: \$ 557,353
 Savings: \$5,470,400 in transit service funded by PTF and Grant

Fund Source:

Acct. No:	Fund Name	Program Name	Funds
101.3340.5219.0000	General Fund	Transit Operations	\$153,000
216.3340.5219.0000	LTAF	Transit Operations	\$404,353

TRANSPORTATION COMMISSION: This agreement was reviewed at the November 6, 2014, meeting of the Transportation Commission and was recommended for approval by a vote of 7-0.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4817 approving an amendment to the Intergovernmental Agreement (IGA) between the Regional Public Transportation Authority (RPTA) and the City of Chandler to provide Fixed Route Bus Service, Dial-A-Ride, and Ride Choice programs for Fiscal Year 2014/2015, in an estimated amount of \$557,353.

Attachments: Resolution No. 4817
 Amendment to the Intergovernmental Agreement

RESOLUTION NO. 4817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) AND THE CITY OF CHANDLER TO PROVIDE FIXED ROUTE BUS SERVICE, DIAL A RIDE, AND RIDE CHOICE PROGRAMS FOR FISCAL YEAR 2014/2015.

WHEREAS, the City of Chandler desires to provide Fixed Route Bus Service, Dial-A-Ride, and Ride Choice transportation services to its citizens, including those with disabilities and the elderly; and

WHEREAS, on April 25, 2013, City of Chandler and RPTA entered into Amendments relating to three (3) separate transportation services contracts (Contract #118-31-2013/Fixed Route, Contract #118-32-2013/Dial-A-Ride and Contract #118-33-2013/Alternative Transportation) for the provision of transportation services for the fiscal year beginning July 1, 2012; and

WHEREAS, on December 11, 2014 the parties consolidated the three (3) existing IGA's (Contract Numbers 118-31-2013, 118-32-2013 and 118-33-2013) into a single IGA for the purpose of obtaining transportation services for City of Chandler citizens; and

WHEREAS, an amendment to the IGA between the City of Chandler and the RPTA is required in order to, among other things, reflect new rate schedules applicable to the Fixed Route Bus Service, Dial-A-Ride, and Ride Choice (formerly "Alternative Transportation") transportation transit services provided under the IGA for City of Chandler citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona,

1. Approving the terms and conditions of the amendment to the IGA with the RPTA to provide Fixed Route Bus Service, Dial-A-Ride, and Ride Choice transportation services to the City of Chandler for FY2014/2015 (attached as Exhibit A); and
2. Authorizing the Mayor to sign and execute the IGA on behalf of the City of Chandler; and
3. Authorizing the expenditure of public funds in an estimated amount of \$557,353.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4817 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of ____, 2014, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY (*KSM*)

**FIRST AMENDMENT TO TRANSIT SERVICES AGREEMENT
BETWEEN
THE CITY OF CHANDLER
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 118-75-2015**

THIS FIRST AMENDMENT TO TRANSIT SERVICES AGREEMENT (“Amendment”) dated this 1st day of July, 2014, by and between the City of Chandler, an Arizona municipal corporation (hereinafter “Member” or “City”), and Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as “RPTA”). Member and RPTA are collectively referred to as the “Parties.

RECITALS:

- A. WHEREAS, the City and RPTA are parties to that certain Transit Services Agreement, contract # 118-75-2014, entered into on the 1st day of July 2013 (“Agreement”); and
- B. WHEREAS, the City and RPTA desire to amend the Agreement to, among other things, reflect new rate schedules applicable to the transit services provided under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and RPTA, intending to be legally bound, for themselves and their successors and assigns, covenant and agree as follows:

The following Sections replace and supersede those Sections of the Agreement.

- 1. Section 10 is hereby deleted in its entirety and replaced with the following language:

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of Member, its officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), RPTA shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of RPTA or any of its owners, officers, directors, agents, contractor or employees, including employees from the Member assigned to work full time for RPTA.

It is the specific intent of the Parties to this contract that the Indemnitee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, arising out of or in any way connected with the performance of this Agreement. It is agreed that RPTA will be responsible for primary loss investigation, defense and judgment costs.

2. The following Schedules replace and supersede those Schedules of the Agreement.

The attached Schedule A replaces and supersedes Schedule A in its entirety.

The attached Schedule B replaces and supersedes Schedule B in its entirety.

The attached Schedule C replaces and supersedes Schedule C in its entirety.

The attached Schedule D replaces and supersedes Schedule D in its entirety.

The attached Schedule E replaces and supersedes Schedule E in its entirety.

The attached Schedule F replaces and supersedes Schedule F in its entirety.

3. Amendment. Except as otherwise amended hereby, all of the terms and provisions of the Agreement shall remain in full force and effect.

[Signatures appear on following page]

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

Stephen R. Banta, Chief Executive Officer

By: _____

APPROVED AS TO FORM:

By: _____

Michael J. Ladino

General Counsel

CITY OF CHANDLER

Jay Tibshraeny, Mayor

By: _____

By: _____

Marla Paddock, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney (*KSM*)

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

- I. Regionally Funded Fixed Route Bus Service **\$4,274,692.00** (including express)

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

RPTA Funded Service in the City of Chandler									
Fixed Route Estimate									
FY2015									
Level	Route	HASTUS	Funding	Total Miles	Gross Cost	FY 15 Fares	PM	Net Cost	
W	66	Chan	RPTA	22,955	144,573	(16,354)	(13,194)	115,025	
W	72	Chan	RPTA	79,074	498,014	(86,678)	(45,449)	365,887	
W	81	Chan	RPTA	40,360	254,189	(35,981)	(23,198)	195,011	
W	96	Chan	RPTA	106,729	672,186	(110,858)	(61,344)	499,984	
W	104	Chan	RPTA	74,912	471,803	(79,049)	(43,057)	349,696	
W	108	Chan	RPTA	64,488	406,150	(27,310)	(37,066)	341,775	
W	112	Chan	RPTA	61,530	387,520	(106,461)	(35,365)	245,693	
W	136	Chan	RPTA	21,141	133,148	(17,527)	(12,151)	103,470	
W	156	Chan	RPTA	168,190	1,059,276	(241,177)	(96,670)	721,429	
W	541	Chan	RPTA	6,967	45,118	(32,953)	(4,004)	8,161	
W	542	Chan	RPTA	24,590	159,246	(51,125)	(14,134)	93,988	
W	LINK-Arizona	Chan	RPTA	96,353	606,837	(71,513)	(55,380)	479,943	

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE Cont.

S	66	Chan	RPTA	4,737	29,837	(2,825)	(2,723)	24,289
S	72	Chan	RPTA	10,548	66,433	(9,557)	(6,063)	50,813
S	96	Chan	RPTA	12,397	78,078	(10,137)	(7,125)	60,815
S	108	Chan	RPTA	6,058	38,152	(4,473)	(3,482)	30,197
S	112	Chan	RPTA	5,973	37,620	(7,761)	(3,433)	26,426
S	136	Chan	RPTA	3,420	21,540	(684)	(1,966)	18,890
S	156	Chan	RPTA	29,495	185,764	(28,311)	(16,953)	140,500
S	LJNK-Arizona	Chan	RPTA	10,318	64,981	(8,626)	(5,930)	50,426
H	66	Chan	RPTA	5,151	32,444	(2,786)	(2,961)	26,697
H	72	Chan	RPTA	9,797	61,700	(8,150)	(5,631)	47,920
H	108	Chan	RPTA	6,815	42,921	(3,355)	(3,917)	35,649
H	112	Chan	RPTA	6,719	42,314	(5,974)	(3,862)	32,479
H	156	Chan	RPTA	30,441	191,718	(20,356)	(17,496)	153,865
H	LJNK-Arizona	Chan	RPTA	10,881	68,533	(6,615)	(6,254)	55,664
Grand Total				920,037	5,800,095	(996,594)	(528,808)	4,274,692

SCHEDULE “A” – CONTINUED, REGIONALLY FUNDED FIXED ROUTE BUS
SERVICE SPECIFICATIONS, Cont.

Routes

56, 66, 72, 81, 96, 104, 108, 112, 136, 156, 541, 542, AZ AVE LINK

Route 56 (Priest Drive Northbound)

From Ray Road/48th Street to Desert Botanical Garden: East on Ray Road; North on Priest Drive; West on Arizona Mills East to the bus stop in front of Sea Life Arizona; Exit East on Arizona Mills East; North on Priest Drive/Galvin Parkway; East into Phoenix Zoo; Exit Zoo North on Galvin Parkway; East into Desert Botanical Garden.

From Ray Road/48th Street to Desert Botanical Garden: (Bypass Arizona Mills Mall): East on Ray Road; North on Priest Drive/Galvin Parkway; East into Phoenix Zoo; Exit Zoo North on Galvin Parkway; East into Desert Botanical Garden.

From Priest Drive and Elliot Road to Desert Botanical Garden: North on Priest Drive; West on Arizona Mills East to bus stop in front of Sea Life Arizona; Exit East on Arizona Mills East; North on Priest Drive/Galvin Parkway; East into Phoenix Zoo; Exit Zoo North on Galvin Parkway; East into Desert Botanical Garden.

From Priest Drive and Elliot Road to Desert Botanical Garden (Bypass Arizona Mills Mall): North on Priest Drive/Galvin Parkway; East into Phoenix Zoo; Exit Zoo North on Galvin Parkway; East into Desert Botanical Garden.

Weekday- 4:49am-9:40pm- every 30 minutes, Saturday- 5:36am-7:30pm – every 30 minutes and Sunday- 6:04am- 7:51pm- every 30 minutes

**SCHEDULE "A" – CONTINUED, REGIONALLY FUNDED FIXED ROUTE BUS
SERVICE SPECIFICATIONS, Cont.**

Route 66 (Kyrene Road)

Bus service Weekdays on Kyrene Road in Chandler from Lone Butte Casino to Downtown Tempe/ASU. On average, weekday service is provided every 30 minutes from 4:51 am to 6:51 pm, and then 60 min service after 6:51 until 11:51 am. On average, Saturday service is provided every 60 minutes from 4:54 am to 12:30 pm, and from 4:54am to 9:50 pm on Sunday.

Route 72 (Rural Road)

Bus service Weekdays, Saturday, and Sunday on Chandler Boulevard and Rural Road in Chandler from Chandler Fashion Center to Scottsdale Healthcare Thompson Peak in Scottsdale. On average, weekday service is provided every 20 minutes from 5:05 am to 6:00 pm, and every 30 minutes from 6:00 pm to 10:20 pm. Saturday service is provided every 30 minutes between 6:47 am to 10:20 pm. Sunday service is provided every 30 minutes from 8:47 am to 7:20 pm.

Route 81 (McClintock Road)

Bus service Weekdays and Saturday on Chandler Boulevard and McClintock Drive in Chandler from Chandler Fashion Center to the Scottsdale Airpark in Scottsdale. On average, weekday service is provided every 30 minutes from 5:40 am to 8:10 pm. On average, Saturday service is provided every 60 minutes from 7:07 am to 8:27pm.

**SCHEDULE “A” – CONTINUED, REGIONALLY FUNDED FIXED ROUTE BUS
SERVICE SPECIFICATIONS, Cont.**

Route 96 (Dobson Road)

Bus service Weekdays along Dobson Road in Chandler, from Snediger Recreation Center along Dobson Road to Mesa Riverview Shopping Plaza. On average, weekday service is provided every 30 minutes from 4:49 am to 11:30 pm. On weekdays south of Pecos Road in Chandler service is 30 minute service from 4:49 am to 9:00 am, and from 2:19 pm to 6:35 pm. Saturday service in Chandler is provided every 30 minutes between 8:20 am to 8:50 pm, and operates between Chandler Regional Hospital and Mesa Riverview Shopping Plaza.

Route 104 (Alma School Road)

Bus service weekdays along Alma School Road and Frye Road in Chandler from Arizona Ave. and Frye Roads in Chandler to Mesa Riverview Shopping Plaza. On average, service is provided every 30 minutes from 5:27 am to 8:03 pm weekdays.

Route 108 (Elliot Road)

Bus service weekdays, Saturdays and Sundays along Elliot Road from Arizona Mills Mall in Tempe to Superstition Springs Center in Mesa. On average, weekday service is provided every 30 minutes between 5:50 am to 9:30 pm. On average, Saturday service is provided every 60 minutes between 7:00 am to 8:30pm. On average, Sunday service is provided every 60 minutes between 7:00 am to 7:30 pm.

SCHEDULE "A" – REGIONALLY FUNDED FIXED ROUTE BUS SERVICE
SPECIFICATIONS, Cont.

Route 112 (Arizona Avenue)

Bus service weekdays, Saturdays, and Sundays along Arizona Avenue from Pecos in Chandler to Center and McKellips in Mesa. On average, service is provided every 30 minutes from 5:13 am to 10:17 pm weekdays. Saturday service is provided every 60 minutes from 6:03 am to 7:58;’ pm. Sunday service is provided every 60 minutes between 6:38 am to 8:33 pm.

Route 136 (Gilbert Road)

Bus service Weekdays, and Saturday along Gilbert Road from McKellips Road in Mesa to Germann Road in Chandler. The routes are at a 30 minute frequency on weekdays and Saturday in Chandler and 60 minute frequency on weekdays and Saturday in Mesa. On weekday the route operates from approximately 4:30 am to 7:33 pm. On Saturday, the route operates from approximately 8:25 am to 6:44 pm.

Route 156 (Chandler Boulevard)

Bus service Weekdays, Saturday, and Sunday along Chandler Boulevard from 48th Street in Phoenix to ASU Polytechnic Campus in Mesa, serving Chandler Fashion Center, Chandler-Gilbert Community College, Gilbert Mercy Hospital and ASU Polytechnic Campus. On average, weekday service is provided every 30 minutes from 4:53am am to 10:09pm pm. Saturday service is provided every 30 minutes between 6:49am am to 9:31 pm. Sunday service is provided every 30 minutes from 7:19 am to 7:34 pm.

SCHEDULE "A" – REGIONALLY FUNDED FIXED ROUTE BUS SERVICE
SPECIFICATIONS Cont.

Express Bus 541

Express bus service weekdays from Arizona Ave/Ray Road to the West Mesa Park-and-Ride Lot, then to downtown Phoenix. The bus will only stop at mile and half mile streets. Four (4) morning and Four (4) evening peak hour trips are provided.

Express Bus 542

Chandler/Downtown Express bus service weekdays from Chandler Park-and-Ride to the State Capital in downtown Phoenix. Six (6) morning and evening peak hour trips are provided.

Arizona Avenue LINK

BRT Bus service in Chandler along Arizona Avenue from the Chandler Park and Ride Lot to the Sycamore Street Transit Station in Mesa. On average, weekday service is provided every 30 minutes between 4:48 am and 10:47 pm. On Saturday service is provided every 60 minutes between 6:37 am and 11:23 pm. Sunday service is provided every 60 minutes between 7:22 am and 9:58 pm.

SCHEDULE "B" – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2014 to June 30, 2015 the City of Chandler will pay the Regional Public Transportation Authority **\$310,974.00** for bus service in Chandler.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$25,914.50** commencing July 1, 2014 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

City of Chandler Funded Service									
Fixed Route Estimate									
FY15									
Level	Route	HASTUS	Funding	Total Miles	Gross Cost	FY 15 Fares	PM	Net Cost	
W	72	Chan	Chan	1,616	10,178	(1,018)	(929)	8,231	
W	96	Chan	Chan	17,346	109,248	(15,816)	(9,970)	83,462	
W	112	Chan	Chan	15,930	100,330	(14,637)	(9,156)	76,537	
W	156	Chan	Chan	4,986	31,401	(3,140)	(2,866)	25,395	
W	542	Chan	Chan	13,601	88,078	(13,132)	(7,817)	67,129	
S	72	Chan	Chan	666	4,192	(419)	(383)	3,390	
S	81	Chan	Chan	3,976	25,039	(2,504)	(2,285)	20,250	
S	112	Chan	Chan	1,545	9,734	(1,420)	(888)	7,426	
S	156	Chan	Chan	1,068	6,724	(672)	(614)	5,438	
H	72	Chan	Chan	398	2,509	(251)	(229)	2,029	
H	112	Chan	Chan	1,740	10,959	(1,599)	(1,000)	8,360	
H	156	Chan	Chan	653	4,114	(411)	(375)	3,327	
Grand Total				63,525	402,506	(55,020)	(36,512)	310,974	

SCHEDULE "C" – DIAL A RIDE SERVICES AND FINANCIAL INFORMATION

FINANCIAL INFORMATION

I. Sources of Project Operating Budget:

FY 2014-2015

For the period from July 1, 2014 through June 30, 2015, the City of Chandler will pay Valley Metro an amount up to a total of \$377,919.00 for the provision of East Valley Dial A Ride Services. The total includes the City of Chandler prorated share of an operating contingency (\$399,999 for all EVDAR) and a printing contingency (\$30,000 for all EVDAR) in an estimated amount of \$139,502, which will not be billed to the City unless actual contingency expenses are incurred. Furthermore, based on recent City estimates of trip counts and costs and other factors, the billable amount will be reduced by \$50,640. Actual City funding amount will be dependent on final reconciliation of trips and costs. The billable annual base amount is \$187,777.00, which will be billed with twelve equal monthly installments of \$15,648.00. Should actual program costs exceed the installment billing amount, arrangements will be made with the City to bill the supplemental amount. The overall program estimated cost is based on the following:

- The EVDAR Contractor's fixed monthly fee multiplied by the City's projected share of billable Vehicle Revenue Miles. The final cost will be determined in the final reconciliation based on City's actual percentage share of the total EVDAR Service Cost times the Contractor fixed fee.
- The Total Service Cost is estimated by EVDAR's Vehicle Revenue Mile (VRM) estimated rate multiplied by the number of VRM's projected to be traveled by City residents plus the number of ADA related VRM's projected to be traveled within the City by visitors or transfers from other Dial A Ride services to the EVDAR service. Collected fares retained by the EVDAR contractor as partial reimbursement will be deducted from this amount. The City is responsible for all VRM's traveled by its residents (regardless of the actual origins and destinations),

and the City is responsible for the actual number of ADA related VRM's which visitors or transfers to the EVDAR program travel within City's boundaries.

The actual Total Service Cost will be actual cost for miles actually traveled by City residents and ADA related visitor or transfer travel within Chandler.

- Non-ADA service billed to Chandler is for Chandler residents only. Chandler's non-ADA service will not be provided to visitors, transfers, or other non-City of Chandler residents.
- Wheelchair boarding fees associated with trips by City residents plus the City's prorated share of the wheelchair boarding fees associated with trips taken by ADA qualified visitors or transfers to the EVDAR service area. The Shared Trip Cost Savings are an estimated amount as determined by VM. The actual cost savings will be allocated to Chandler proportional to the overall direct cost of services allocated to Chandler.
- The City will also be charged its prorated share of additional incentives paid to the EVDAR contractor for exceptional performance. Conversely, the City will receive a discount based on its pro-rata share of service for any disincentives assessed against the EVDAR contractor for poor performance.
- The City will also pay an estimated amount to cover Valley Metro's costs of administering the EVDAR service. The final cost will be determined in the final reconciliation based on City's actual percentage share of the total EVDAR Service Cost, times the actual cost of VM salaries, fringes, and administrative overhead costs in support of the EVDAR program for the year.

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

SCHEDULE “C” – DIAL A RIDE SERVICE SPECIFICATIONS

EAST VALLEY DIAL-A-RIDE SERVICE DESCRIPTION

East Valley Dial-a-Ride (EVDAR) is a sub-regional door-to-door transportation program serving the cities of Chandler, Gilbert, Mesa, Scottsdale, Tempe and adjacent portions of Phoenix and unincorporated Maricopa County. EVDAR is intended to comply with the requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Federal Rehabilitation Act of 1973 (as amended) and local Dial-a-Ride rules established by each member city. The goal of EVDAR is to meet the mobility needs of qualified seniors (age 65 and above) and people with disabilities which cannot be met by other Valley Metro transit services. The following is a description of the EVDAR program.

1. Type of Service:

EVDAR is a door-to-door, shared-ride paratransit system which is designed to provide service which arrives within 45 minutes of the scheduled pick-up time for non-ADA service at least 95% of the time and which arrives within 30 minutes of the schedule pick-up time at least 95% of the time for all ADA service.

The EVDAR service is provided by a Transportation Broker who accepts trip requests, schedules service, operates a portion of service directly and who subcontracts with multiple transportation providers for the portion of service which the Broker does not operate directly. Collectively, the Broker and subcontractors operate a fleet of taxicabs, sedans, minivans, vans and accessible vans. The fleet is appropriately sized and configured to meet the varying needs of EVDAR riders.

SCHEDULE “C” – DIAL A RIDE SERVICE SPECIFICATIONS Cont.

2. Eligibility Criteria

EVDAR service is available to residents and visitors who are sixty five years of age or above and/or to qualified residents and visitors or transfers with ADA qualified disabilities. To receive ADA paratransit service, individuals must be determined eligible in accordance with eligibility requirements set forth within the ADA and determined locally. Valley Metro determines ADA paratransit eligibility for all transit systems in the region and 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.

3. Restrictions/Priorities:

Priority is given to trips requested by individuals who are eligible under the requirements of the ADA. Other trips will be accommodated on a space-available basis and/or in accordance with the rules established by the city within which the non-ADA eligible individual resides. Valley Metro does not prioritize EVDAR service based on trip purpose.

4. Fares:

Fares for ADA paratransit will comply with the ADA paratransit fare structure adopted by Valley Metro. Currently, ADA fares are \$4 per one-way trip and apply for any trip, regardless of length.

Fares for non-ADA paratransit service are based on the distance of the trip. Trips of between 0 and 5 miles cost \$4.00. For longer trips, there is an additional charge of \$.50 per mile, beginning with the 6th mile and an additional charge of \$1 per mile, beginning with the 16th mile.

SCHEDULE “C” – DIAL A RIDE SERVICE SPECIFICATIONS Cont.

5. Days and Hours of Service

Service for both ADA and non-ADA trips is available seven days per week between the hours of 4 am and 1 am. Days and hours of service may be amended by mutual consent of the parties to this agreement.

6. Service area:

Schedule C depicts the EVDAR service area. With the exception of County Islands which are completely surrounded by this community, visitors as described above, and transfers described below in Section 7, service for other individuals are not covered by this agreement. The cost of Dial A Ride service to County Island residents will be billed to paid for by Maricopa County. The service area covered by the agreement may be amended by mutual consent of the parties to this agreement.

7. Transfers:

Transfers between EVDAR and Phoenix Dial-a-Ride will be arranged by the service operating in the general area where the passenger resides. Transfers will be carried out in a safe and accessible location (to be determined by Valley Metro), and transfers must be scheduled to avoid unnecessary delays of more than 30 minutes at a transfer location.

8. Complaints:

Valley Metro’s Customer Service Department processes customer complements, comments and complaints for all Dial-a-Ride services. Customers Information about this process can be found on Valley Metro’s website (<http://www.valleymetro.org>). Each City is also responsible for establishing a local process which its residents can use to report

SCHEDULE “C” – DIAL A RIDE SERVICE SPECIFICATIONS Cont.

service concerns. In the event of a complaint, Valley Metro is responsible for researching, resolving and responding within ten business days or less, depending on the urgency of the matter prompting the complaint.

9. Payment to Provider:

Valley Metro’s EVDAR contractor will be paid a fixed monthly fee and on the basis of revenue miles operated with an additional surcharge for each trip requiring the use of a ramp or lift-equipped vehicle. Wheelchair surcharges will not be charged to the City except for trips provided to individuals with wheelchairs and require the use of a ramp or lift. (ADA certified Passengers) All passenger fares will be retained by the contractor as a partial offset to these expenses.

The contractor will only be reimbursed for revenue miles traveled by EVDAR riders. There is no additional compensation for Personal Care Attendants and companions traveling with EVDAR riders. Furthermore, there is no compensation for the second and subsequent riders being transported simultaneously within the same EVDAR vehicle.

Valley Metro has established performance-based incentives and disincentives which may add to or deduct from the amounts which would otherwise be due to the EVDAR contractor. These performance-based incentives and disincentives will be applied for exceptionally good or poor performance in the areas of trip-sharing, on-time performance, customer satisfaction, system safety and adherence to other contractual requirements. The value of these incentives or disincentives will be applied to each participating city based on its relative share of EVDAR service operated.

SCHEDULE "C" – DIAL A RIDE SERVICE SPECIFICATIONS Cont.

10. Wheelchair Surcharges:

Valley Metro's Dial-a-Ride contractor will be paid a wheelchair surcharge for ADA and non-ADA riders who are ADA certified and need the use of a lift or ramp equipped vehicle based on the following procedures. The contractor will charge wheelchair surcharges for customers under the following circumstances: 1) ADA eligible individuals who use a mobility device and require the use of a lift or ramp equipped vehicle; and 2) ADA certified customers requesting non-ADA trips who inform the Dial-a-Ride contractor (at the time the trip is booked) that they need a lift or ramp equipped vehicle. In the case of ADA eligible riders, the rider must indicate the need to travel with a mobility device at the time he/she undergoes the eligibility certification process. If an eligible ADA certified rider's disability changes in such a way that the use of a mobility device becomes necessary, the contractor may begin providing service with a lift or ramp equipped vehicle immediately. However, the customer will be referred to Valley Metro to have his/her eligibility records updated to reflect the need to travel with a mobility device. If the customer fails to contact Valley Metro within thirty calendar days, the contractor will not provide lift or ramp equipped service until or unless the customer contacts Valley Metro to have his/her eligibility records updated, and the City will not be liable for any additional wheelchair surcharges until the customer's records are updated to reflect the need for a lift or ramp equipped vehicle.

11. Contract Administration:

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

- Ensure that all EVDAR 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 EVDAR cities) EVDAR policies, procedures and practices
- Select and oversee the EVDAR contractor(s) and any subcontractor(s) thereto
- Oversee and manage the regional ADA eligibility certification process
- Receive, document, research, resolve and report on customer complements, concerns and complaints
- Process and pay contractor invoices
- Provide data and reports as agreed upon by Valley Metro and the participating EVDAR cities
- Administer federal, regional, and local project funds
- Providing marketing and management support as needed

SCHEDULE “C” – DIAL A RIDE PERFORMANCE MEASURES

Definitions –

Rider – The individual who is either ADA eligible or authorized to travel on Dial-a-Ride.

Personal Care Attendant – An individual who assists a person with a disability with the completion of activities of daily living. Examples may include, but not be limited to: walking, seeing, hearing, lifting, carrying and feeding. A PCA may travel on Dial-a-Ride with a rider who has been determined eligible to travel with a PCA. The PCA must begin and end his/her trip with the rider. PCA’s travel for free on Dial-a-Ride.

Companion – An individual who is not a PCA but who accompanies a rider on Dial-a-Ride. One companion is always allowed to ride with a rider. Additional companions will be accommodated on Dial-a-Ride on a space available basis. Companions must begin and end their trips with a Dial-a-Ride rider and must pay the same fare as the rider.

Passengers – The sum total of all riders, PCA’s and companions transported on Dial-a-Ride.

Trips – The number of one-way trips taken by Dial-a-Ride riders. For each trip, there will be one rider. There may also be a PCA and additional companions, but there is a one-to-one ratio between trips and riders.

Revenue Mile – A mile during which at least one Dial-a-Ride rider is being transported from his/her origin to his/her destination.

Shared Mile – A mile during which two or more Dial-a-Ride riders are being transported aboard one Dial-a-Ride vehicle.

Dial-a-Ride Cost – The total cost of Dial-a-Ride service. Cost includes the portion paid to the contractor and the portion retained by Valley Metro to cover program overhead.

Cost per Trip – Total Dial-a-Ride cost for a specified period of time, e.g. month or year, divided by the total number of trips occurring during the same time.

Performance Measures

The following table shows the performance measures that Valley Metro will track for Dial-a-Ride and the standards that we consider to represent an acceptable level of service. The table also shows how the performance measure will be tracked, e.g. for the City or for the program in its entirety.

SCHEDULE "C" – DIAL A RIDE PERFORMANCE MEASURES Cont.

Performance Measure	Standard	Tracked for the System?	Tracked for the City?	Reporting Frequency
Trips		X	X	Monthly
Passengers (categorized as Riders, PCA's, Companions, Children, Other)		X	X	Monthly
Total Miles		X	X	Monthly
Shared Miles	At least 15% of total miles are shared.	X		Monthly
Total Cost		X	X	Monthly
Cost per Trip		X	X	Monthly
Fares Collected	At least 90% of all fares are collected and applied to offset program cost.	X	X	Monthly
On-Time Performance	95% of all trips are performed no earlier and not more than 30 minutes later than the scheduled pick-up time.	X	X	Monthly
Missed Trips	No more than 1% of trips are performed later than 45 minutes after the scheduled pick-up time.	X	X	Monthly
Complaints	The program receives no more than 2 valid complaints per 1,000 trips.	X	X	Monthly
Accident	No more than 1	X		Monthly

Frequency	preventable accident per 100,000 miles operated.			
Timeliness of Reports	Valley metro provides all required data and reports to the City on or before the last business day of the calendar month after the month covered by the data and reports.		X	Monthly

SCHEDULE "C" – DIAL-A-RIDE SERVICE COST ESTIMATE

FY15						
Trips:	Chandler	Gilbert	Mesa	Scottsdale	Tempe	Total
ADA Ambulatory	39,200	29,828	89,905	45,538	39,013	243,484
ADA Wheelchair	8,181	6,754	26,271	9,932	7,666	58,804
Non-ADA Ambulatory	3,288	-	-	10,580	8,742	22,610
Non-ADA Wheelchair	2,654	-	-	1,605	1,573	5,833
Total Trips	53,323	36,582	116,176	67,655	56,994	330,730
Cost:						
ADA Ambulatory	929,090	891,134	2,194,129	924,395	758,190	5,696,939
ADA Wheelchair	370,355	335,590	1,134,662	382,487	293,214	2,516,309
Non-ADA Ambulatory	83,776	-	-	198,052	161,376	443,204
Non-ADA Wheelchair	120,149	-	-	61,816	60,178	242,143
Total Variable Cost	1,503,370	1,226,725	3,328,791	1,566,751	1,272,957	8,898,595
Var Cost % of Program	16.9%	13.8%	37.4%	17.6%	14.3%	100.0%
Shared Trip Var Cost Savings	(9,995)	(8,156)	(22,132)	(10,417)	(8,463)	(59,164)
Contractor's Fixed Fee	91,175	74,397	201,881	95,019	77,201	539,673
RPTA Salaries, Fringes & OHD	47,158	38,480	104,417	49,146	39,930	279,130
Total Gross Cost	1,631,707	1,331,446	3,612,958	1,700,498	1,381,625	9,658,234
CONTINGENCY	139,502	70,744	107,331	35,978	46,444	399,999
Revenue per Trip	4.00	4.00	4.00	4.00	4.00	
Total Revenue	(213,290)	(146,328)	(464,704)	(270,621)	(227,974)	(1,322,919)
Total Net Cost	1,557,919	1,255,861	3,255,584	1,465,855	1,200,095	8,735,314
FY15						
	Chandler	Gilbert	Mesa	Scottsdale	Tempe	Total
Regional PTF ADA Costs	1,461,328	1,255,861	3,255,584	1,326,599	1,059,684	8,359,056
Regional Non-ADA Costs	96,591	-	-	139,256	140,411	376,258
Total Net Cost	1,557,919	1,255,861	3,255,584	1,465,855	1,200,095	8,735,314
Maximum PTF Available	1,180,000	965,181	2,761,422	1,349,245	981,863	7,237,711
PTF Applied	1,180,000	965,181	2,761,422	1,326,599	981,863	7,215,065
Member City Contributions:						
ADA-Costs	281,328	290,680	494,162	-	77,821	1,143,991
Non-ADA Costs	96,591	-	-	139,256	140,411	376,258
Total	377,919	290,680	494,162	139,256	218,232	1,520,249
Less: Contingency	(139,502)	(70,744)	(107,331)	(35,978)	(46,444)	(399,999)
Less: City of Chandler Estimated Cost Reductions *	(50,640)	-	-	-	-	(50,640)
Base for Billing	187,777	219,936	386,831	103,278	171,788	1,069,610
Revised Monthly Billing	15,648	18,328	32,236	8,607	14,316	89,134
* City Estimated reductions in trip counts and costs						

SCHEDULE "D" – RIDECHOICE

The City of Chandler agrees to participate and financially support the Alternative Transportation Services program known as RideChoice for Fiscal Year 2014-2015. The City of Chandler shall fund this project in the amount of \$58,602.00 for the period July 1, 2014 to June 30, 2015. The City of Chandler will pay the RPTA for the project in twelve (12) monthly installments of \$4,883.50. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

RPTA shall administer the Ride Choice Program, and provide CITY monthly operating reports which include year-to-date expense, revenue, number of participants enrolled monthly, cumulative enrollment, active participants and other relevant program data.

Regional Public Transportation Authority	
RideChoice Program	
City of Chandler	
Fiscal Year 2014 - 2015	
Funding:	
New Freedom Grants	\$15,708
Coupon Revenue	26,300
City Contributions	58,602
Total Funding	\$100,610
Expenditures:	
Payments to Taxi Cab Companies	\$43,160
Dialysis Voucher Program	22,150
Program Cost	\$65,310
Agency Staff, Overhead, Program Mgmt.	35,300
Total Expenditures	\$100,610

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

For the period July 1, 2014 to June 30, 2015 the maximum amount of Public Transportation Funds (PTF) available for the City of Chandler is **\$1,180,000.00**. 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. 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 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: **\$1,180,000.00**

SCHEDULE “F” – ADA PLATINUM PASS PROGRAM

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

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