

**TRANSIT SERVICES AGREEMENT**  
**BETWEEN THE CITY OF GOODYEAR (“Member”)**  
**AND**  
**THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**  
**Contract # 136-75-2016**

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2015 by and between the City of Goodyear, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “Member”) and the 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**

WHEREAS, Member has Charter Authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. Section 48-5121; A.R.S. Section 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona RPTA “may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of” its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive the services as detailed in this Agreement; and,

WHEREAS, the activities outlined in this Agreement are activities authorized pursuant to the aforementioned statutory and other authority,

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

### **SECTION 1. DEFINITIONS**

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

“RPTA” means the Regional Public Transportation Authority, a political subdivision of the State of Arizona.

“Member” means the City of Goodyear, a member of the Regional Public Transportation Authority (RPTA) with voting powers.

“Effective Date” means the date on which rights granted hereunder become operative, as specified in Section 6 hereof.

“Force Majeure” means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

## **SECTION 2. SCOPE OF AGREEMENT**

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

2.1 Member Funded Fixed Route Bus Service (Schedule B). This service is a public system for the transport of passengers by bus that are funded by Member.

2.2 Americans with Disabilities Act (ADA) Public Transportation Funds (PTF) Availability (Schedule E). The RPTA shall transfer to the Member funds allocated by the Board of the RPTA, and specified in Schedule E, for the purposes of reimbursing Member for the cost to provide Paratransit services to ADA certified individuals. The Member shall submit a PTF Reimbursement Request Form, Attachment A, certifying that the costs have been incurred and are eligible for reimbursement.

2.3 ADA Platinum Pass Program (Schedule F) The Platinum Pass Program provides trips to customers that are ADA certified through the “in person” assessment to travel on fixed route services at no cost to the customer. The Member subsidizes the trip at 100% and this program is designed to encourage ADA certified individuals to use fixed route services for trips where they can versus traditional type paratransit trips. This program provides cost avoidance for both the participating City and the customer.

## **SECTION 3. RPTA’S OBLIGATIONS:**

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

- a. Negotiate and coordinate the implementation of operating agreements;
- b. Provide Fixed Route Bus, Dial-a-Ride Paratransit Services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;

- c. Provide marketing and merchandising of services;
- d. Draft and secure approval for annual operating budgets;
- e. Plan for, prepare changes, and amend service specifications;
- f. Invoice the Member on a monthly basis for service(s) (often based upon revenue miles) provided to Member;
- g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract;
- h. Convene a Steering Committee, consisting of representatives from the Member, the other participating Members, and the RPTA to coordinate and monitor service and to resolve service and contractual performance issues;
- i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- j. Credit Member up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- k. Provide complaint resolution process;
- l. Recommend service specifications in consultation with the Member;
- m. Provide monthly reports on ridership, revenue collected, and applicable performance standards;

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

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

3.4 The RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website [www.valleymetro.org](http://www.valleymetro.org), or within its extra-net site. The paratransit reports shall include at a minimum: ADA ridership versus non-ADA ridership, revenue miles operated, as well as performance indicators by which the Member and the RPTA can evaluate whether the service provider is meeting policies, and service standards.

Fixed route bus reports shall collect the following monthly performance statistics for the Member:

- Boardings by Member and Other Members;
- Wheelchair Boardings by Member and Other Members; \*
- Vehicle Revenue Miles by Member and Other Members;
- Vehicle Revenue Hours by Member and Other Members;
- Operating Days by Member;
- 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;
- Crimes reported; and
- Vehicles Operated per day.

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

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

#### **SECTION 4. CITY'S OBLIGATIONS:**

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

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
- b. With respect to Services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes.
- c. The Member may purchase and install bus stop signs and associated amenities.
- d. The Member shall provide advice to the RPTA and to any operator providing Services required by this Agreement in the preparation and amendment of service plans.
- e. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor and generally administer the service in City. The administrative costs for fixed route service are included in the per mile cost.
- f. Provide assistance to RPTA for local complaint resolution with citizens of the Member;
- g. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.

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

4.3 Since fiscal year 2013/14, CITY has participated in the Valley Metro ADA Platinum Pass Program specified in Schedule F. The ADA Platinum Pass program allows free use of fixed route bus and light rail by ADA certified CITY residents. The City will be responsible for the cost of reduced fare on local service and full express fare on express service. Participation in the ADA Platinum Pass Program is voluntary by CITY and may be cancelled by CITY by providing a ninety (90) calendar day written notice to RPTA. Participation in the ADA Platinum Pass Program reduces ADA operational costs by encouraging ADA certified passengers to use fixed route service in-lieu of more traditional ADA paratransit services. 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 info is all found here: [http://www.valleymetro.org/paying\\_your\\_fare/fare\\_options/](http://www.valleymetro.org/paying_your_fare/fare_options/).

4.4 RPTA shall administer this program on behalf of CITY and will deduct funding from CITY's annual ADA allocation of Public Transportation Funds (PTF) that may be appropriated annually to CITY by the RPTA Board of Directors. RPTA shall provide report within 15 calendar days from the receipt of detailed billing report from the City of Phoenix on usage and costs incurred. CITY's ADA-PTF account shall be debited for all pass uses by residents of CITY on an annual basis.

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

4.6 If the parties are not able to agree upon funding and reimbursement levels pursuant to Section 5 below, the Member shall make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member

shall make payments at the old rate (the previous year's rate) until such time that the new funding and reimbursement levels can be fully approved and executed.

4.7 Provide a written ninety (90) calendar day notice for major service changes.

## **SECTION 5. TERM OF AGREEMENT**

The term of this Agreement shall be from the Effective Date to June 30, 2020 unless terminated earlier in accordance with the terms of this Agreement. Funding and reimbursement levels for the services provided under this agreement shall be adjusted annually on a July 1<sup>st</sup> to June 30<sup>th</sup> fiscal year. This Agreement may be extended by written agreement(s) of the Parties for up to an additional five years. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including, without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

## **SECTION 6. EFFECTIVE DATE**

This Agreement shall take effect only after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and may be filed with the Member's Clerk. Once approved, the Effective Date of this Agreement is the date first set forth above.

## **SECTION 7. GENERAL CONDITIONS**

### **7.1 Records and Audit**

All books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices as and when requested by Member.

### **7.2 Covenant Against Contingent Fees**

Both Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission,



percentage, brokerage or contingent fee; and that no member of Congress, no member of the Member's Council or the RPTA Board of Directors, and no officer, agent, or employee of the City or RPTA has any interest, financially or otherwise, in this Agreement.

**7.3 Alteration in Character of Work**

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

**7.4 Termination (and/or Changes in Service)**

Member and RPTA hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever (including, but not limited to, any costs of such termination as a result of Section 49 U.S.C. 1609 [formerly Section 13(c) of the Federal Transit Act of 1964, as amended] together with any penalty or costs imposed by other funding sources and any related labor costs (the total of which is hereinafter referred to as "termination costs"). If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement. Upon termination of this

Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding. Final payment shall be made within sixty (60) calendar days after the termination of service.

## **SECTION 8. ADDITIONAL WORK**

This Section is intentionally left blank.

## **SECTION 9. AGREEMENT NON-ASSIGNABLE**

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

## **SECTION 10. INDEMNIFICATION**

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

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

## **SECTION 11. INSURANCE**

RPTA will maintain in force the insurance program approved the by RPTA Board of Directors and included in RPTA's fiscal year budgets.

## **SECTION 12. DEFAULT**

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the affect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

## **SECTION 13. ISSUE RESOLUTION**

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the RPTA Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

## **SECTION 14. NOTICE**

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by United States first class mail, postage paid; United States registered or certified mail, return receipt requested; or sent by Federal Express, Airborne, U.P.S. or any other nationally recognized commercial air courier or express service addressed as follows:

### **If intended for RPTA:**

Regional Public Transportation Authority  
Attention: General Counsel  
101 N. 1<sup>st</sup> Avenue, Suite 1300  
Phoenix, AZ 85003

### **If intended for Member:**

City of Goodyear  
Attn: City Manager  
190 North Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

and to:

City of Goodyear  
Attn: City Attorney  
190 North Litchfield Road  
P.O.Box 5100  
Goodyear, Arizona 85338

Notice shall be deemed received at the time it is personally served or if sent by a commercial air courier or express service, on the earlier of the date the notice is delivered or ten (10) days after the notice is deposited with the commercial air courier or express service, or if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address or the person to receive notice by notifying the other Party as provided in this Section.

## **SECTION 15. AMENDMENT**

This Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

## **SECTION 16. INTEGRATION**

Except as provided in Section 24 below, this Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

## **SECTION 17. APPLICABLE LAW AND LITIGATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

## **SECTION 18. NON-WAIVER**

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

## **SECTION 19. SEVERABILITY**

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

## **SECTION 20. BENEFIT AND BINDING EFFECT**

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

## **SECTION 21. SURVIVAL**

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

## **SECTION 22. FURTHER ASSURANCES**

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

## **SECTION 23. CONFLICTS OF INTEREST**

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

## **SECTION 24. RELATED AGREEMENTS**

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

## **SECTION 25. CONSTRUCTION AND INTERPRETATION OF AGREEMENT**

This Agreement, and each of its provisions, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by any particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

## **SECTION 26. THIRD-PARTY BENEFICIARIES**

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such

services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

## **SECTION 27. POLICE POWER**

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

## **SECTION 28. IMMIGRATION AND SCRUTINIZED OPERATIONS**

### **28.1 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211 – § 23-214.**

RPTA understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. RPTA shall comply with IRCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors complying with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its subcontractors pertaining to individuals performing work under this Agreement.

Further, Member is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, RPTA shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, both RPTA and each of RPTA's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

**28.2 SUDAN AND IRAN.** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, RPTA 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.

## **SECTION 29. COMPLIANCE WITH THE E-VERIFY PROGRAM**

29.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

29.2 Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

29.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

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

29.5 Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

29.6 Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.



### **SECTION 30. CIVIL RIGHTS**

The parties agree that as a condition of this Agreement they will each comply with all applicable 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 provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are hereby incorporated by reference.

### **SECTION 31. INCORPORATION OF EXHIBITS**

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

Schedule "A"	Intentionally left blank
Schedule "B"	Member Funded Fixed Route Bus Services
Schedule "C"	Intentionally left blank
Schedule "D"	Intentionally left blank
Schedule "E"	Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule "F"	Valley Metro ADA Platinum Pass Program
Schedule "G"	Intentionally left blank

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

**REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)**

By: \_\_\_\_\_  
Stephen R. Banta,  
Chief Executive Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael J. Ladino  
General Counsel

**CITY OF GOODYEAR**

By: \_\_\_\_\_  
Brian J. Dalke, City Manager

Attest: \_\_\_\_\_  
Maureen Scott, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roric Massey, City Attorney

**SCHEDULE “A” INTENTIONALLY LEFT BLANK**

## SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2015 to June 30, 2016 the City of Goodyear will pay the Regional Public Transportation Authority **\$66,248.00** for bus service on the Zoom Circulator in Goodyear.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$5,520.67** commencing July 1, 2015 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

RPTA Operated Service Funded by the City of Goodyear						
Fixed Route Estimate						
FY 2016						
Funding	Good					
Route	ZOOM					
Level	Physical	Total Miles	Gross Costs	Fares	Op Assist	Sum of Net
W	Good	24,390	119,442	(5,781)	(56,831)	56,830
S	Good	4,042	19,796	(962)	(9,417)	9,417
<b>Grand Total</b>		<b>28,432</b>	<b>139,238</b>	<b>(6,742)</b>	<b>(66,248)</b>	<b>66,248</b>

### BUS SERVICE SPECIFICATIONS

The Zoom Circulator is a 22 passenger bus intended to move residents a short distance to popular destinations within the City of Goodyear. The Circulator services can improve mobility for users and provide connection to fixed bus routes.

#### Zoom Routes

Westbound direction: From the Goodyear Park; South on Litchfield Road; East on McDowell Road; South on 136th Drive to Palm Valley Rehabilitation Center.;

Eastbound direction: From Palm Valley Rehabilitation Center; North on 136th Drive; West on McDowell Road; North on Litchfield Road; East into the Goodyear Pak; exit Goodyear Park; South on Litchfield Road; East on Thomas Road to resume regular route.

It will operate on a 30 minute frequents and the service hours within the City will be from 5:21 a.m. to 9:15 p.m. Monday through Friday and from 5:47 a.m. to 6:44 p.m. on Saturday. No service will be provided on Sundays or national holidays when fixed route bus service is not provided. The circulator Days and hours of operation may be amended at any time upon mutual agreement of the parties to this Agreement.

**SCHEDULE “C” – INTENTIONALLY LEFT BLANK**  
**SCHEDULE “D” – INTENTIONALLY LEFT BLANK**

**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 Goodyear is **\$22,473.00.00**. The PTF will credit actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

For the period July 1, 2015 to June 30, 2016 the maximum amount of Public Transportation Funds (PTF) available for the City of Goodyear is **\$23,372.00**. The PTF will credit actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

<b>Maximum amount</b>	<b>FY 2014-15</b>	<b>\$22,473.00</b>
<b>Maximum amount</b>	<b>FY 2015-16</b>	<b>\$23,372.00</b>

## **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/](http://www.valleymetro.org/paying_your_fare/fare_options/).

**SCHEDULE “G” – INTENTIONALLY LEFT BLANK**