

TRANSIT SERVICES AMENDMENT THREE
BETWEEN THE CITY OF GOODYEAR (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Contract # 136-75-2018

THIS AMENDMENT dated this 1st day of July, 2017, amends the following items of the Transit Service Agreement Contract # 136-75-2016 entered into between the City of Goodyear and the Regional Public Transportation Authority, dated the 1st day of July 2015, as amended October 26, 2015 and July 1, 2016 (the “Agreement”).

The following Sections of the Agreement dated July 1, 2015, as amended, are hereby amended as follows:

SECTION 2. SCOPE OF AGREEMENT of the Agreement is amended to read as follows:

During the term of this agreement RPTA shall provide 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 Paratransit Services (formerly known as Regional Dial-a-Ride) (Schedule C). Paratransit is a shared-ride, door-to-door transportation service that transports designated passengers, within designated time periods, to destinations within areas where paratransit service is offered. There are two types of paratransit. Local paratransit is operated within the East Valley and serves the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe as well as adjacent County areas. Local paratransit is also operated within the Northwest Valley and serves the communities of El Mirage, Sun City, Sun

City West, Surprise, Youngtown and the adjacent unincorporated areas of Maricopa County. Regional paratransit serves trips which begin and end within different local paratransit service areas.

2.3. 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 are eligible to for reimbursement.

2.4 ADA Platinum Pass Program (Schedule F) The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro's accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by Valley Metro. This program is funded entirely with regional Public Transportation Funds (PTF), so there is no cost to the rider or to the participating community.

SECTION 3. RPTA'S OBLIGATIONS of the Agreement is amended to read as follows:

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

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

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

3.2 RPTA will use its best efforts to provide a financial reconciliation 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 option. If Member has under paid its share of the cost of services, RPTA shall invoice the underpayment to Member. Member shall pay all invoices submitted by RPTA within 30 days.

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

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

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

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

SECTION 4. Member's OBLIGATIONS of the Agreement is amended to read as follows:

- 4.1 With respect to the services provided hereunder, Member, shall:
- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
 - b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor and generally administer the service within the member's community.

- c. Work with Valley Metro staff (as necessary) to research and resolve complaints made by residents of member's community. Although a resident who wishes to file a formal complaint about Valley Metro provided services should be referred to Valley Metro, member acknowledges that it may receive complaints directly.
- d. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any working group established to provide guidance to Valley Metro for services provided hereunder.
- e. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
- f. The Member may purchase and install bus stop signs and associated amenities;
- g. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member may either terminate this Agreement pursuant to Section 7.4 of Members Agreement # 136-75-2015 or, make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

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

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

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing

hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 31. INCORPORATION OF EXHIBITS of the Agreement is amended as follows:

The following Schedules replace those Schedules referred to in Section 31 of the agreement entered into July 1, 2016.

The attached Schedule B replaces Schedule B.

The attached Schedule C replaces Schedule C.

The attached Schedule E replaces Schedule E.

The attached Schedule F replaces Schedule F

All other terms of the Parties Transit Services Agreement dated July 1, 2015, as amended, remain unchanged and in full force and effect.

Signatures and Exhibits on Following Pages

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael J. Minnaugh, General Counsel

CITY OF GOODYEAR

By: _____
Brian J. Dalke, City Manager

Attest: _____
Maureen Scott, City Clerk

APPROVED AS TO FORM:

By: _____
Roric Massey, City Attorney

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

For the period July 1, 2017 to June 30, 2018 the City of Goodyear will pay the Regional Public Transportation Authority an additional **\$150,651.00** 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 **\$12,554.25** commencing July 1, 2017 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY18 Fixed Route Bus Estimate						
RPTA Operated Service Funded by the City of Goodyear						
Goodyear Funded						
Funding	Good					
HASTUS	Good					
Level	Route	Annual Miles	Gross Costs	Fares	Op Assist	Net Cost
W	ZOOM	51,418	\$260,826	(\$2,182)	(\$129,322)	\$129,322
S	ZOOM	8,522	43,228	(570)	(21,329)	21,329
Grand Total		59,940	\$304,054	(\$2,752)	(\$150,651)	\$150,651

SCHEDULE “B” –FIXED ROUTE DESCRIPTION AND BUS SERVICE INFORMATION

Zoom – Avondale Circulator - Eastbound

From McDowell Road and Palm Valley Boulevard YMCA at Litchfield Road/Thomas Road via Estrella Mountain Community College Transit Center to Gateway Pavilions Shopping Center (Weekday and Saturday):

West on McDowell Road; North on Litchfield Road; East on Avalon Drive; Exit park West on Avalon Drive; South on Litchfield Road; East on Thomas Road; North into Estrella Mountain Community College; exit Estrella Mountain Community College Transit Center; East on Thomas Road; South on Dysart Road; East on McDowell Road; South on Rancho Santa Fe Boulevard; South into west Wal-Mart driveway; West loop stop on west side of building; East to last driveway, then north onto Rancho Santa Fe Boulevard; West on McDowell Road; South on Dysart Road; West on Van Buren Street; South on Central Avenue; East on Western Avenue; South on Dysart Road; southwest on (MC85) Main Street; South on 4th Street; East on Lower Buckeye Road; North on Avondale Boulevard; East on Durango Street; North on 111th Avenue; West on 4th Street (Pima St); South on 113th Avenue; West on Durango Street; North on Avondale Boulevard; East on Coldwater Springs Boulevard; South and west on Civic Center Drive to bus stop behind Avondale City Hall; North on 114th Avenue; West on Coldwater Springs Boulevard; North on Avondale Boulevard; East on Van Buren Street; North on 91st Avenue; West on McDowell Road; North on 100th Avenue (first driveway) into Gateway Pavilions Shopping Center; East at stop sign (Costco gas station); north at last parking row before 99th Avenue; East at stop sign; exit south on 99th Avenue. Last stop is southbound on 99th Avenue near shopping center entrance.

ZOOM – Avondale Circulator – Westbound

From Gateway Pavilions Shopping Center to YMCA at Litchfield Road/Thomas Road via Estrella Mountain Community College Transit Center/McDowell Road and Palm Valley Boulevard (Weekday and Saturday):

First stop is southbound 99th Avenue near shopping center entrance. South on 99th Avenue; East on McDowell Road; South on 91st Avenue; West on Van Buren Street; South on Avondale Boulevard; East on Coldwater Springs Boulevard; South and west on Civic Center Drive to bus stop behind Avondale City Hall; north on 114th Avenue; West on Coldwater Springs Boulevard; South on Avondale Boulevard; East on Durango Street; north on 111th Avenue; West on 4th Street(Pima St); South on 113th Avenue; West on Durango Street; South on Avondale Boulevard; West on Lower Buckeye Road; north on 4th Street; Northeast on Main Street (MC85); North on Dysart Road; West on Western Avenue; North on Central Avenue; East on Van Buren Street; North on Dysart Road; East on Rancho Santa Fe Boulevard; South into west Wal-Mart driveway; West loop stop on west side of building; East to last driveway, then north onto Rancho Santa Fe Boulevard; West on McDowell Road; North on Dysart Road; West on Thomas Road; North into Estrella Mountain Community College; West to the bus stop; exit west on Thomas Road; North on Litchfield Road; East on Avalon Drive ; exit park West on Avalon Drive; South on Litchfield Road; East on McDowell Road to Palm Valley Boulevard.

SCHEDULE "B" –FIXED ROUTE DESCRIPTION AND BUS SERVICE INFORMATION

Avondale Circulator — ZOOM

Monday-Friday Eastbound Lunes a Viernes, Rumbo al este

PALM VALLEY & MCDOWELL RD.	GOOD YEAR PARK	STELLA MOUNTAIN DOWNCREEK	DYSALE RD & VAN BUREN ST.	CENTRAL AVE & WESTERN AVE	LOWER ROCKEY RD & EL MIRAGE RD.	AVONDALE CIVIC CENTER	GATEWAY PARKING
5:21	5:29	5:34	5:52	5:57	6:04	6:22	6:42
5:51	5:59	6:04	6:22	6:27	6:34	6:52	7:12
6:21	6:29	6:34	6:52	6:57	7:04	7:22	7:42
6:51	6:59	7:04	7:22	7:27	7:34	7:52	8:12
7:21	7:29	7:34	7:52	7:57	8:04	8:22	8:42
7:51	7:59	8:04	8:22	8:27	8:34	8:52	9:12
8:21	8:29	8:34	8:52	8:57	9:04	9:22	9:42
8:51	8:59	9:04	9:22	9:27	9:34	9:52	10:12
9:21	9:29	9:34	9:52	9:57	10:04	10:22	10:42
9:51	9:59	10:04	10:22	10:27	10:34	10:52	11:12
10:21	10:29	10:34	10:52	10:57	11:04	11:22	11:42
10:51	10:59	11:04	11:22	11:27	11:34	11:52	12:12
11:21	11:29	11:34	11:52	11:57	12:04	12:22	12:42
11:51	11:59	12:04	12:22	12:27	12:34	12:52	1:12
12:21	12:29	12:34	12:52	12:57	1:04	1:22	1:42
12:51	12:59	1:04	1:22	1:27	1:34	1:52	2:12
1:21	1:29	1:34	1:52	1:57	2:04	2:22	2:42
1:51	1:59	2:04	2:22	2:27	2:34	2:52	3:12
2:21	2:29	2:34	2:52	2:57	3:04	3:22	3:42
2:51	2:59	3:04	3:22	3:27	3:34	3:52	4:12
3:21	3:29	3:34	3:52	3:57	4:04	4:22	4:42
3:51	3:59	4:04	4:22	4:27	4:34	4:52	5:12
4:21	4:29	4:34	4:52	4:57	5:04	5:22	5:42
4:51	4:59	5:04	5:22	5:27	5:34	5:52	6:12
5:21	5:29	5:34	5:52	5:57	6:04	6:22	6:42
5:51	5:59	6:04	6:22	6:27	6:34	6:52	7:12
6:21	6:29	6:34	6:52	6:57	7:04	7:22	7:42
6:51	6:59	7:04	7:22	7:27	7:34	7:52	8:12
7:21	7:29	7:34	7:52	7:57	8:04	8:22	8:42
7:51	7:59	8:04	8:22	8:27	8:34	8:52	9:12

Monday-Friday Westbound Lunes a Viernes, Rumbo al oeste

GATEWAY PARKING	AVONDALE CIVIC CENTER	LOWER ROCKEY RD & EL MIRAGE RD.	CENTRAL AVE & WESTERN AVE	DYSALE RD & VAN BUREN ST.	GOOD YEAR PARK	PALM VALLEY & MCDOWELL RD.
5:27	5:46	6:02	6:09	6:34	6:37	6:45
5:57	6:06	6:32	6:39	6:44	7:07	7:35
6:27	6:46	7:02	7:09	7:14	7:37	7:45
6:57	7:16	7:32	7:39	7:44	8:07	8:15
7:27	7:46	8:02	8:09	8:14	8:37	8:45
7:57	8:16	8:32	8:39	8:44	9:07	9:15
8:27	8:46	9:02	9:09	9:14	9:37	9:45
8:57	9:16	9:32	9:39	9:44	10:07	10:15
9:27	9:46	10:02	10:09	10:14	10:37	10:45
9:57	10:16	10:32	10:39	10:44	11:07	11:15
10:27	10:46	11:02	11:09	11:14	11:37	11:45
10:57	11:16	11:32	11:39	11:44	12:07	12:15
11:27	11:46	12:02	12:09	12:14	12:37	12:45
11:57	12:16	12:32	12:39	12:44	1:07	1:15
12:27	12:46	1:02	1:09	1:14	1:37	1:45
12:57	1:16	1:32	1:39	1:44	2:07	2:15
1:27	1:46	2:02	2:09	2:14	2:37	2:45
1:57	2:16	2:32	2:39	2:44	3:07	3:15
2:27	2:46	3:02	3:09	3:14	3:37	3:45
2:57	3:16	3:32	3:39	3:44	4:07	4:15
3:27	3:46	4:02	4:09	4:14	4:37	4:45
3:57	4:16	4:32	4:39	4:44	5:07	5:15
4:27	4:46	5:02	5:09	5:14	5:37	5:45
4:57	5:16	5:32	5:39	5:44	6:07	6:15
5:27	5:46	6:02	6:09	6:14	6:37	6:45
5:57	6:16	6:32	6:39	6:44	7:07	7:15
6:27	6:46	7:02	7:09	7:14	7:37	7:45
6:57	7:16	7:32	7:39	7:44	8:07	8:15
7:27	7:46	8:02	8:09	8:14	8:37	8:45
7:57	8:16	8:32	8:39	8:44	9:07	9:15

Saturday Eastbound Sábado, Rumbo al este

PALM VALLEY & MCDOWELL RD.	GOOD YEAR PARK	STELLA MOUNTAIN DOWNCREEK	DYSALE RD & VAN BUREN ST.	CENTRAL AVE & WESTERN AVE	LOWER ROCKEY RD & EL MIRAGE RD.	AVONDALE CIVIC CENTER	GATEWAY PARKING
5:47	5:54	5:59	6:17	6:22	6:29	6:47	7:07
6:17	6:24	6:29	6:47	6:52	6:59	7:17	7:37
6:47	6:54	6:59	7:17	7:22	7:29	7:47	8:07
7:17	7:24	7:29	7:47	7:52	7:59	8:17	8:37
7:47	7:54	7:59	8:17	8:22	8:29	8:47	9:07
8:17	8:24	8:29	8:47	8:52	8:59	9:17	9:37

Saturday Westbound Sábado, Rumbo al oeste

GATEWAY PARKING	AVONDALE CIVIC CENTER	LOWER ROCKEY RD & EL MIRAGE RD.	CENTRAL AVE & WESTERN AVE	DYSALE RD & VAN BUREN ST.	GOOD YEAR PARK	PALM VALLEY & MCDOWELL RD.
5:57	6:16	6:32	6:39	6:44	7:07	7:14
6:27	6:46	7:02	7:09	7:14	7:37	7:44
6:57	7:16	7:32	7:39	7:44	8:07	8:14
7:27	7:46	8:02	8:09	8:14	8:37	8:44
7:57	8:16	8:32	8:39	8:44	9:07	9:14
8:27	8:46	9:02	9:09	9:14	9:37	9:44

Light type = AM; Bold type = PM; / Texto normal = la mañana; Texto remarcado = la tarde.
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Continued on next page / Continúa en la página siguiente
Effective/Validez: **October 26, 2015**

SCHEDULE "B" –FIXED ROUTE DESCRIPTION AND BUS SERVICE INFORMATION

Avondale Circulator — ZOOM

Saturday Eastbound Sábado, Rumbo al este

PAINT VALLEY & MCDOWELL RD.	GOODYEAR PARK	ESTRELA MOUNTAIN COMM. COLLEGE	DYSART RD & VAN BUREN ST.	CENTRAL AVE & WESTERLAWN	LOWER BUCKEYE RD & ELM RAGE RD.	AVONDALE CIVIC CENTER	GATEWAY PAVILIONS
8:47	8:54	8:59	9:17	9:22	9:29	9:47	10:07
9:17	9:24	9:29	9:47	9:52	9:59	10:17	10:37
9:47	9:54	9:59	10:17	10:22	10:29	10:47	11:07
10:17	10:24	10:29	10:47	10:52	10:59	11:17	11:37
10:47	10:54	10:59	11:17	11:22	11:29	11:47	12:07
11:17	11:24	11:29	11:47	11:52	11:59	12:17	12:37
11:47	11:54	11:59	12:17	12:22	12:29	12:47	1:07
12:17	12:24	12:29	12:47	12:52	12:59	1:17	1:37
12:47	12:54	12:59	1:17	1:22	1:29	1:47	2:07
1:17	1:24	1:29	1:47	1:52	1:59	2:17	2:37
1:47	1:54	1:59	2:17	2:22	2:29	2:47	3:07
2:17	2:24	2:29	2:47	2:52	2:59	3:17	3:37
2:47	2:54	2:59	3:17	3:22	3:29	3:47	4:07
3:17	3:24	3:29	3:47	3:52	3:59	4:17	4:37
3:47	3:54	3:59	4:17	4:22	4:29	4:47	5:07
4:17	4:24	4:29	4:47	4:52	4:59	5:17	5:37
4:47	4:54	4:59	5:17	5:22	5:29	5:47	6:07
5:17	5:24	5:29	5:47	5:52	5:59	6:17	6:37

Saturday Westbound Sábado, Rumbo al oeste

GATEWAY PAVILIONS	AVONDALE CIVIC CENTER	LOWER BUCKEYE RD & ELM RAGE RD.	CENTRAL AVE & WESTERN AVE.	DYSART RD & VAN BUREN ST.	GOODYEAR PARK	PAINT VALLEY & MCDOWELL RD.
8:57	9:16	9:32	9:39	9:44	10:07	10:14
9:27	9:46	10:02	10:09	10:14	10:37	10:44
9:57	10:16	10:32	10:39	10:44	11:07	11:14
10:27	10:46	11:02	11:09	11:14	11:37	11:44
10:57	11:16	11:32	11:39	11:44	12:07	12:14
11:27	11:46	12:02	12:09	12:14	12:37	12:44
11:57	12:16	12:32	12:39	12:44	1:07	1:14
12:27	12:46	1:02	1:09	1:14	1:37	1:44
12:57	1:16	1:32	1:39	1:44	2:07	2:14
1:27	1:46	2:02	2:09	2:14	2:37	2:44
1:57	2:16	2:32	2:39	2:44	3:07	3:14
2:27	2:46	3:02	3:09	3:14	3:37	3:44
2:57	3:16	3:32	3:39	3:44	4:07	4:14
3:27	3:46	4:02	4:09	4:14	4:37	4:44
3:57	4:16	4:32	4:39	4:44	5:07	5:14
4:27	4:46	5:02	5:09	5:14	5:37	5:44
4:57	5:16	5:32	5:39	5:44	6:07	6:14
5:27	5:46	6:02	6:09	6:14	6:37	6:44

Schedule C – Paratransit Service and Financial Information

Financial Information

Sources of Project Operating Budget

For the period from July 1, 2017 through June 30, 2018, the Member City will pay Valley Metro a total of \$0.00 for the provision of paratransit services. This payment will be broken into equal quarterly installments of \$0.00 which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service. The method for reimbursing the contractor is described in Schedule C, Item 8 of this agreement.

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

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

Paratransit is intended to comply with the requirements set forth in the Americans with Disabilities Act of 1990 (ADA) and with additional requirements set forth in the Federal Rehabilitation Act of 1973. In addition, paratransit is intended to meet other requirements

established by several member communities for additional services which the program provides on behalf of qualified residents of those member communities.

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

1. Type of Service

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

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

2. Eligibility Criteria

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

Valley Metro determines ADA paratransit eligibility for all member communities in the Phoenix metropolitan area, including those communities who operate their own local

ADA paratransit services. Valley Metro uses an in-person physical and/or functional assessment to determine when and under what conditions an individual is able to use accessible bus and rail services and when ADA paratransit is required to meet the individual's mobility needs.

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

3. Restrictions/Priorities

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

4. Fares

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

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

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

5. Days and Hours of Service

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

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

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

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

6. Service Area

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

7. Complaints

Valley Metro's Customer Service Department processes customer complements, comments and complaints for all paratransit services. Information about Valley Metro's customer service policies and procedures can be found on Valley Metro's website (<http://www.valleymetro.org>). In the event of a complaint, Valley Metro and/or the appropriate paratransit agency or contractor is responsible for researching, resolving, responding to customers, and for documenting its response back to Valley Metro. Routine

service complaints must be addressed within fourteen calendar days. Urgent complaints must be addressed, to the extent practicable, within seven calendar days. ADA complaints must undergo a federally mandated seven-step review process, and be fully researched, resolved and documented within 45 calendar days. Each community is responsible for establishing a process for ensuring that customers who wish to file complaints are referred to Valley Metro's Customer Service Department, and each community is responsible for monitoring Valley Metro's performance in this area.

8. Payment to Provider

Exhibit A "Payment Schedule" of Valley Metro's paratransit provider contract outlines the method of reimbursement which will be used for these services:

- Fixed Fee – The RPTA's contracted paratransit contractor will bill the agency a monthly fixed fee which will be allocated to each member based on its budgeted share of total paratransit trips to be provided.
- Per-Trip Charges – The RPTA's paratransit contractor will bill the agency a set amount for each paratransit trip to be provided. Each member will be billed for each trip provided to its residents as well as for its share of trips provided to visitors as defined within the ADA. The member's share for visitor per-trip costs will be equal to its share of the paratransit contractor's fixed fee.
- Fuel – The RPTA's paratransit contractor will be reimbursed for fuel used by dedicated vehicles on a pass-through basis with no mark-up. These fuel reimbursements are further limited to the average price for fuel in the Phoenix metropolitan area as well as to the expected level of fuel consumption as specified by each vehicle's Original Equipment Manufacturer (OEM). Each member's share of reimbursable fuel costs is equal to its share of the paratransit contractor's fixed fee.
- Performance-Related Incentives and Liquidated Damages – The RPTA's paratransit contractor will be eligible to receive incentives for exceptional performance, and to be assessed liquidated damages for poor service. The RPTA will bill each member agency its share of incentives, and the RPTA will credit each member for its share of liquidated damages. Each member agency's share of billed incentives and credited liquidated damages will be equal to its share of the paratransit contractor's monthly fixed fee.
- RPTA Overhead – the RPTA will bill each member agency a portion of the overhead required for the RPTA to oversee, manage and report on these services. Each

member's share of RPTA overhead will be equal to the member's share of the paratransit contractor's fixed fee.

- Passenger Fares – The paratransit contractor will collect a fare from each rider in accordance with the paratransit fare structure established by the RPTA and/or as agreed to between the RPTA and the member. The paratransit contractor will retain fares paid in cash as partial payment for the service provided, and the member will be credited for these fares. Each member will be credited those cash fares collected from those riders whose service is attributed to that member.

9. Program Management

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

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

SCHEDULE “C” – PARATRANSIT SERVICES COST ESTIMATE

FY18 - Regional Trips

	Regional Goodyear
Trips:	
ADA Ambulatory	78
ADA Wheelchair	22
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Total Trips	100
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Cost:	
ADA Ambulatory	\$3,975
ADA Wheelchair	\$1,121
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Total Variable Cost	\$5,096
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Contractor's Incentive	\$77
RPTA Salaries, Fringes & OHD	\$464
Total Gross Program Cost	\$5,637
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Total Fare Revenue	\$400
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Total Net Program Cost Before PTF	\$5,237
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ADA Costs	\$5,237
Non-ADA Costs	\$0
Net Program by ADA and Non-ADA:	\$5,237
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Remaining PTF Available	\$5,237
PTF Applied	\$5,237
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Member City Contributions:	
ADA-Costs	\$0
Non-ADA Costs	\$0
Total Contribution	\$0

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

For the period July 1, 2017 to June 30, 2018 the maximum amount of Public Transportation Funds (PTF) available for the City of Goodyear is **\$13,600.00**. 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.

Maximum amount	FY 2017-18	\$13,600.00
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SCHEDULE “F” – ADA PLATINUM PASS PROGRAM

City of Goodyear 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/.