

**TRANSIT SERVICES AMENDMENT EIGHT  
BETWEEN THE CITY OF GOODYEAR (“Member”)**

**AND**

**THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**

**Contract # 136-75-2020-01**

THIS AMENDMENT dated this \_\_\_\_\_ amends the following items of the Transit Services Agreement Contract #136-75-2019 entered into between the City of Goodyear and the Regional Public Transportation Authority date the 1<sup>st</sup> day of July 2015, as amended October 26, 2015, July 1, 2016, July 1, 2017, July 1, 2018, March 25, 2019 and July 1, 2019 (collectively the Transit Service Agreement dated July 1, 2015 and each amendment thereto is referred to as the “Agreement”)

**SECTION 2. SCOPE OF AGREEMENT** of the Agreement is amended to include the following:

2.7 Ride Choice Program (Schedule D) This program is an alternative to Paratransit for eligible customers in participating cities. Eligibility varies by city, some cities authorize use by seniors 65 years of age and over, and all participating cities authorize individuals that are ADA certified by Valley Metro. RideChoice qualified residents of participating communities travel using a variety of transportation providers including rideshare companies, taxis and companies that provide wheelchair-accessible vehicles. The fare is \$3 for up to 8 miles with any additional miles costing \$2 per mile. Customers have a variety of payment options depending on the service delivery provider. Users may take up to 20 trips per month, however, if a customer needs more trips for work, school or medical appointments they are eligible for an additional 30 trips. Additionally, if customers need to take longer trips, they may be eligible to receive their service as a monthly allocation of 400 miles which can be used for trips of up to no more than 50 miles in length and operating entirely within Maricopa County and within the jurisdictional boundaries of any other RPTA member communities. Each participating community subsidizes the cost minus fares for its residents.

**SECTION 3. RPTA’S OBLIGATIONS:** of the Agreement is amended as follows:

Section 3 of the Agreement, including all subsections therein, is deleted and replaced with the

following:

### **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 brokerage services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement; RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;
- c. Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;
- 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) provided to Member;
- g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract; Collaborate with Member and coordinate the Non ADA Fare Structure for services provided by the RPTA for Dial-a-Ride/Paratransit Services, 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, address service and contractual performance issues, and monitor the adopted service budget(s);
- i. Provide professional staff as necessary to partner with the Member 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 customer complaint resolution process;

- l. Recommend service specifications in consultation with the Member;
- m. Provide monthly reports by the last day of each month with the previous month's data on ridership, revenue collected, and applicable performance standards;
- n. provide access to its fueling facilities in the event that the member experiences an outage that prevents them from fueling their respective vehicles.

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.

3.5 By the end of February of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit, 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 a transit related collision, fire, major security incident, or media coverage occurring within Member jurisdiction, RPTA shall notify Member of authenticated operations incidents/accidents within 60 minutes of occurrence.

**SECTION 4. MEMBER'S OBLIGATIONS:** of the Agreement is amended as follows:

Section 4 of the Agreement, including all subsections therein, is deleted and replaced with the following:

**SECTION 4. MEMBER'S OBLIGATIONS:**

4.1 With respect to the services provided hereunder;

- a. If Member desires services in addition to the Services originally approved in this agreement, 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, manage and generally administer the service.
- c. At Member's election, participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
- d. 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;
- e. The Member may purchase and install bus stop signs and associated amenities;
- f. The Member shall provide direction to and partner with the RPTA in the preparation and amendment of service plans and levels (i.e. Frequency, hours, etc.);
- g. Member shall provide access to its fueling facilities in the event that the RPTA experiences an outage that prevents them from fueling their respective vehicles.

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 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 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

Member's annual 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").

4.6. 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/).

4.7 RPTA shall] administer the Valley Metro ADA Platinum Pass 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.

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

The following Schedule is hereby added to Section 31 of the Agreement:

The attached Schedule "D"      Ride Choice Program

All other terms of the Agreement remain unchanged and in full force and effect.

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: \_\_\_\_\_

Julie Arendall, City Manager

Attest: \_\_\_\_\_

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Roric Massey, City Attorney

## SCHEDULE "D" – RIDE CHOICE

The City of Goodyear agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2019-2020. The City of Goodyear shall fund this project in the amount of **\$179,121.00** for the period October 1, 2019 to June 30, 2020. The City of Goodyear will pay the RPTA for the project in eight (8) monthly installments of \$22,390.12. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

### **FY20 RideChoice Service Funded by City of Goodyear**

	<u>RideChoice</u>
<b>Trips:</b>	
Ride Choice Trips	7,880
Total Trips	7,880
<b>Cost:</b>	
Contractor Transportation Cost	177,862
RPTA Salaries, Fringes & OHD	\$24,901
Contract Contingency	
Total Gross Program Cost	\$202,762
Total Fare Revenue	(\$23,641)
Other funding	
Total Net Program Cost before PTF	\$179,121
PTF Balance Available	\$0
PTF Applied	\$0
<b>Member City Contributions:</b>	
RideChoice Costs	\$179,121
<b>Total Member City Contribution</b>	<b>\$179,121</b>

## SCHEDULE “D” – RIDECHOICE SERVICE OVERVIEW

Valley Metro RideChoice Overview	
Effective July 1, 2019	
Service Overview	
<b>Service type</b>	Subsidized curb-to-curb transportation
<b>Eligibility</b>	Eligible residents of Incorporated Goodyear, and must be ADA certified
<b>Visitors</b>	Not eligible. Rider must be resident of participating community.
<b>Service Area</b>	Trips must begin within Incorporated Goodyear.
<b>Days of Service</b>	365 days per year
<b>Hours of Service</b>	24 hours per day
<b>Trip Limits</b>	Base level is 20 trips per month. If a rider uses RideChoice to get to work, school or medical appointments, rider may request an increase to 50 trips per month. Unused trips do not roll over. Additionally, if customers need to take longer trips, they may be eligible to receive their service as a monthly allocation of 400 miles which can be used for trips of up to no more than 50 miles in length and operating entirely within Maricopa County and within the jurisdictional boundaries of any other RPTA member communities.
<b>Trip Purposes</b>	Any trip, regardless of trip purpose. There are no trip purpose restrictions, but if a customer requests an increase in trip levels, they must demonstrate that they need the additional service to cover at least some service for school, work or medical purposes. Furthermore, Valley Metro reserves the right to reduce a customer’s trip level back to the base level if it is determined that customers never or rarely use RideChoice for work, school or medical purposes.



<b>Fare Structure</b>	
<b>Fares</b>	\$3 for up to eight-mile trip. \$2 per mile beginning after the eighth mile.
<b>Fare Media</b>	Credit/debit cards, some reloadable cash cards, and cash (some providers)
<b>Passenger Types</b>	
<b>Riders</b>	Riders are required to be ADA Certified
<b>Personal Care Attendant (PCA)</b>	Permitted
<b>Companions</b>	Customer may travel with up to three additional companions, including the PCA.
<b>Children</b>	Customers must be eight years of age or older to travel unaccompanied. Customers may bring children as PCAs or companions.
<b>Mobility Devices and Disability-Related Equipment</b>	
<b>Service Animals</b>	Service animals are permitted on RideChoice. For more information on Valley Metro's service animal policies, visit <a href="http://valleymetro.org/service-animals">valleymetro.org/service-animals</a> .
<b>Mobility Devices</b>	RideChoice will accommodate mobility devices measuring up to 51 inches in length and 34 inches in width and weighing not more than 800 pounds when occupied. Some providers may only be able to accommodate folding manual wheelchairs.
<b>Oxygen and Other Equipment</b>	Must be able to be safely secured on board the vehicle.
<b>Reservations, Changes and Cancellations</b>	
<b>Reservations Number</b>	602.716.2111

<b>Reservations Hours</b>	24 hours per day
<b>Reservations Period</b>	On an immediate basis or up to 14 days prior to travel. Riders requiring wheelchair-accessible service are encouraged to call on the day before service is needed.
<b>Changes</b>	May be made at any time. Providers may not be able to accommodate last-minute changes.
<b>Cancellations</b>	May be made at any time.
<b>Service Delivery</b>	
<b>Vehicle Response Times</b>	In urbanized areas, vehicle wait times should be 30 minutes or less. In outlying communities and incorporated areas of Goodyear and during late night and early morning hours, wait times may exceed one hour.
<b>Early Trips</b>	Applies to pre-scheduled trips only. If a vehicle arrives 31 or more minutes before the scheduled pick-up time, the vehicle is early. A rider is not required to take an early trip. There are no early pick-ups for immediate pick-ups.
<b>Late Trips</b>	Applies to pre-scheduled trips only. A trip is late if the vehicle arrives 31 minutes or more after the request for an immediate pick-up or the scheduled pick-up time for a pre-scheduled trip. A rider is not required to take a late trip.
<b>Missed Trips</b>	A trip is missed if the vehicle fails to arrive within 2 hours of an immediate request or of the scheduled time for pre-scheduled trips.
<b>Boarding Window</b>	The driver will wait for five minutes. If the rider fails to board within that time, the driver may leave, and the rider will be charged with a no-show.
<b>No-Show</b>	A no-show is when the rider fails to board the vehicle within the five-minute boarding window as defined herein. No-shows will not be charged when the vehicle is early or late.

<b>Curb-to-Curb Service</b>	This is the base level of service, defined as service from the nearest safe parking area near the rider's origin to the nearest safe parking area near the rider's destination. This could be a driveway, a parking lot, or the curbside adjacent to the rider's pick-up or drop-off address. Some drivers may choose to provide a higher level of service, but it is not required.
<b>Driver Assistance</b>	Upon request, the driver may (but are not required to) provide any of the assistance identified herein: pushing the rider's mobility device, carrying small packages, assisting rider on and off vehicle, assisting with vehicle seatbelt and securement systems, and collecting the fare. Drivers are not permitted to lift or carry passengers or their children, and drivers are not permitted to enter a rider's place of residence.
<b>Seatbelts and Mobility Device Securement</b>	Riders are strongly encouraged to use seatbelts and mobility device securement systems.
<b>Children</b>	Riders are responsible for ensuring that accompanying children are transported in approved child safety seats when required to do so by law. The rider is responsible for bringing his/her own child safety seat.
<b>Pets</b>	The transport of pets is at the driver's discretion.
<b>Packages</b>	Customers are subject to the package policies of individual RideChoice providers. Most vehicles have trunks and/or cargo storage areas which will accommodate items such as groceries, luggage and other small items.
<b>Provider and Contract Information</b>	
<b>Provider</b>	Contracted service - Prime contractor is American Logistics. ALC manages service, accepts reservations, schedules trips, and utilizes subcontractors who provide the trips. Subcontractors include TNC's such as Lyft, several local taxicab companies and several other non-emergency medical transportation providers.

<b>Provider Rate Structure</b>	Contractor is reimbursed on the basis of a fixed booking fee per-trip and a transportation fee that is equal to the actual provider cost for the trip, less any collected passenger fares.
<b>Performance Standards</b>	This has not been negotiated yet.
<b>Contract Term</b>	Two-year base with three one-year options