

AGREEMENT NO. _____

**CITY OF PHOENIX, ARIZONA
PUBLIC TRANSIT DEPARTMENT**

**AGREEMENT BETWEEN THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE
(Fixed Route Agreement)**

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the CITY OF PHOENIX, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as PHOENIX) and the CITY OF GLENDALE, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as GLENDALE).

W I T N E S S E T H :

WHEREAS, the City Manager of the City of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services (A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969); and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, GLENDALE has broad statutory and Charter authority to exercise municipal powers, functions, rights, privileges and immunities of every name and nature and may enter into intergovernmental agreements with other governmental entities (Article 1, Section 3 and Article 1, Section 3-1, Charter of the City of GLENDALE; A.R.S. Section 11-951, et seq.); and,

WHEREAS, PHOENIX is willing to provide, and GLENDALE is willing to purchase fixed-route transit services as detailed in this Agreement; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and other authority; NOW, THEREFORE,

IT IS HEREBY AGREED as follows:

SECTION I - SERVICES OF PHOENIX

A. Basic Services

PHOENIX shall provide administrative services, equipment, personnel and management services to provide GLENDALE with scheduled fixed-route transit service. Scheduled transit service for GLENDALE will be delivered by PHOENIX through its contractors.

The following are the routes covered by this Agreement for the first year:

Route

- 51
- 59
- 60
- 67
- 80
- 83
- 90
- 138
- 170
- 186

B. Fares

The current fare structure, as outlined in **Exhibit A**, shall be enforced by PHOENIX through its contractors. The parties acknowledge that the fare structure may be amended during the term of this Agreement.

C. Reports

Monthly reports on ridership within GLENDALE will be provided via Valley Metro.

D. Planning, Scheduling and Routing

PHOENIX and, if applicable, contractors of PHOENIX shall provide GLENDALE with services to facilitate transit planning, scheduling and routing for scheduled bus service paid for by GLENDALE. This bus service shall be coordinated with scheduled fixed-route service throughout the Phoenix Urban Area. GLENDALE shall determine the level of service required subject to considerations of scheduling, routing and the availability of equipment to deliver the service. After January 1, the middle of the fiscal year, PHOENIX and (if applicable) contractor(s) of PHOENIX will provide cost estimates of the current fiscal year and a general cost estimation for service for the upcoming fiscal year.

E. Route Changes

PHOENIX shall not make any changes to routes funded by GLENDALE without first notifying GLENDALE of the planned route change(s). PHOENIX shall advise GLENDALE of planned route changes as soon as practicable but not less than ninety (90) days prior to the implementation date for the planned route change. PHOENIX shall not be permitted to reallocate funding of GLENDALE-funded routes or route portions without GLENDALE's prior approval, such approval not to be unreasonably withheld. GLENDALE shall respond to each request for approval within thirty (30) days. If GLENDALE fails to respond to a request within thirty (30) days, the request shall be deemed approved. This section shall not apply to minor schedule adjustments or deviations in routes.

F. Notification

Based upon available information, PHOENIX shall notify GLENDALE as soon as reasonably practicable if the maximum contract costs for service as estimated herein, appears to be insufficient to pay the actual cost of service provided. Thereafter, the parties shall negotiate in good faith a possible amendment to the terms of this Agreement. If the parties are not able to agree upon such amendment, the dispute shall be submitted to mediation pursuant to Section V(Q) of this Agreement.

SECTION II - TERM

This Agreement shall be effective on the date provided above and will end on June 30, 2029. The requirements in the Contract will begin on July 1 of the first fiscal year of the contract. Each year the contract will be amended to incorporate revised mileage, revenue and cost estimates by written notification from the Public Transit Department.

A. The parties will work to provide for a timely execution of all change orders, particularly those change orders that provide the mileage, revenue and cost estimates for the fiscal year.

SECTION III - PAYMENTS TO PHOENIX

For all services described under Section I of this Agreement, GLENDALE shall pay PHOENIX as follows for the first year of service:

A. The annual amount for fixed route service in the first year is estimated to be \$5,004,895.04. Revenue collected will serve as a credit to offset costs. Estimated revenue from fixed route service is \$795,152.63. The estimated net costs for fixed route in the first year is \$4,209,742.41.

- B. For purposes of this Agreement the following estimates are provided:
 - (1) Annual Revenue Mileage – 636,152.1
- C. Payment estimates are based upon **EXHIBIT B**.
- D. Projected payments consist of twelve (12) equal installments in the first year and shall be made as follows:
 - Payment No. 1 due July 31, 2019
 - Payment No. 2 due August 31, 2019
 - Payment No. 3 due September 30, 2019
 - Payment No. 4 due October 31, 2019
 - Payment No. 5 due November 30, 2019
 - Payment No. 6 due December 31, 2019
 - Payment No. 7 due January 31, 2020
 - Payment No. 8 due February 29, 2020
 - Payment No. 9 due March 31, 2020
 - Payment No. 10 due April 30, 2020
 - Payment No. 11 due May 31, 2020
 - Payment No. 12 due June 30, 2020

Payments for each subsequent year shall be made in monthly installments and shall be due by the end of each month.
- E. The parties will do a financial reconciliation of this Agreement after June 30th of each contract year based on the terms of **Exhibit B**. If the parties are not able to agree upon such reconciliation, the dispute will be sent to mediation pursuant to Section V(Q) of this Agreement.

SECTION IV - GLENDALE'S RESPONSIBILITIES

- A. Administrative
 - 1. GLENDALE shall provide PHOENIX with sixty (60) calendar days prior written notice, subject to the provisions of V(C), for any and all service changes.
- B. Bus Stops
 - 1. GLENDALE shall be responsible for installing bus stop signs on existing or newly established routes within the City of GLENDALE. Sign location, installation, size, appearance and content shall follow the RPTA and Americans with Disabilities Act (ADA) regulations and guidelines.

2. GLENDALE shall be responsible for assuring that all bus stops within its city limits meet all applicable legal standards, including but not limited to ADA requirements, for accessibility and other relevant factors, have appropriate amenities, are properly signed, and are regularly maintained to assure a clean environment for transit passengers.

SECTION V - GENERAL CONDITIONS

A. Records

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

B. 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 PHOENIX City Council or GLENDALE City Council and no officer, agent, or employee of PHOENIX or GLENDALE has any interest, financially or otherwise, in this Agreement.

C. Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by GLENDALE and acknowledged by PHOENIX by letter. Costs associated with minor changes will be reflected in the year end reconciliation of final costs. Whenever an alteration in the character of work results in a substantial change in the nature of services, thereby materially increasing the maximum costs of the Agreement, a Contract Change Order or Supplemental Agreement shall be executed by PHOENIX and GLENDALE. Any reductions in service that reduce the contract amount by 10% of the total contract fee, or more, requires an executed Contract Change Order or Supplemental Agreement. All other service reductions shall be reflected in the year end reconciliation. Compensation for additional work, when authorized by executed Contract Change Order or Supplemental Agreement, shall be in such sum as may be mutually agreed in writing upon by both parties.

D. Termination or Changes in Service

PHOENIX and GLENDALE 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 one hundred eighty (180) 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.

The parties acknowledge that PHOENIX contracts the services pursuant to this Agreement with a third party contractor. Pursuant to those corresponding contracts, the operator contractor must be timely notified by PHOENIX of a change in service no more than twice a year. Accordingly, GLENDALE is required to notify PHOENIX in writing concerning a termination of this Agreement in its entirety or of a request to changes in services at least one hundred eighty (180) calendar days prior to April 1 of the applicable fiscal year or October 1 for the subsequent fiscal year. Failure to notify PHOENIX within the applicable one hundred eighty (180) day notice requirement will result in GLENDALE paying for services for the applicable half-year.

Upon termination, PHOENIX shall calculate actual expenses incurred up to and including the date of termination 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 GLENDALE has paid PHOENIX sums in excess of the termination costs, PHOENIX shall refund the excess; if GLENDALE has paid PHOENIX an amount less than the termination costs, then GLENDALE shall pay to PHOENIX an amount equal to the difference between the termination costs and the amount that GLENDALE has already paid under this Agreement.

Final payment shall be made within sixty (60) calendar days after the termination of service.

E. Assignability; Successors and Assigns

This Agreement shall not be assignable, except with the prior written consent of the parties hereto. Any attempt to assign without such prior written consent shall be void. Further, the Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

F. Labor Protective Provisions

GLENDALE shall fully cooperate with PHOENIX in meeting the legal requirements

of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. PHOENIX shall defend and indemnify GLENDALE from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by PHOENIX, that were not requested by GLENDALE which result in grievances, claims and/or liability.

G. Indemnification

Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other party, from all liabilities, suits, obligations, claims, damages, fines, costs and expenses (including reasonable attorney's fees) to the extent, but only to the extent, that they are attributable, directly or indirectly, to the indemnifying party's performance (or failure to perform) any term, provision, or other obligation hereunder.

H. Relationship of Parties

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

I. Cancellation

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

J. Title VI Assurances

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

K. Third Party Beneficiary Clause

The parties expressly agree that this Agreement is not intended by any of its

provisions to create of the public or any member thereof a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

L. ADA Compliance

The parties agree that the services provided by each party, whether directly or through a contractor, must be accessible to people with disabilities. The parties will provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The parties agree not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement.

M. 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 facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to GLENDALE:

Kevin Link
City of Glendale
6210 W. Myrtle Ave. Building S
Glendale, AZ 85301

If to PHOENIX:

Jesús Sapien
Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue; Suite 900
Phoenix, AZ 85003

Notices shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other party as provided in this paragraph.

Notices sent by facsimile transmission shall also be sent by regular mail to the

recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

N. Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to GLENDALE by PHOENIX in connection with this Agreement is confidential, proprietary information owned by PHOENIX. Except as required by Arizona public records law or as specifically provided in this Agreement, GLENDALE shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Public Transit Director, or his/her designee.

Personal identifying information, financial account information, or restricted PHOENIX information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, PHOENIX/ GLENDALE must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted PHOENIX information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by PHOENIX or GLENDALE in connection with this Agreement is believed to have been compromised, the discovering party shall notify the other immediately. PHOENIX and GLENDALE agree to reimburse each other for any costs incurred to investigate breaches of this data and, where applicable, the cost of notifying individuals who are impacted by the breach.

PHOENIX and GLENDALE agree that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by PHOENIX and GLENDALE. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

The obligations of GLENDALE under this Section shall survive the termination of this Agreement.

O. Legal Worker Requirement

PHOENIX 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). Therefore, PHOENIX agrees that:

1. Its contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

3. GLENDALE retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

P. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

Q. Mediation; Litigation:

In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by GLENDALE and PHOENIX. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, GLENDALE and PHOENIX shall request the presiding judge of the Superior Court in and for Maricopa County to appoint an independent mediator. The cost of any such mediation shall be divided equally between GLENDALE and PHOENIX. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject

matter thereof and consent to a trial to the court.

SECTION VI - EXHIBITS

The following Exhibits are attached

Exhibit A
Exhibit B

Fare Policy
Purchase of Service Cost Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
Ed Zuercher, City Manager

By: _____
Jesús Sapien
Public Transit Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON _____

CITY OF GLENDALE, ARIZONA

By: _____
City Manager

ATTEST:

City Clerk- GLENDALE

APPROVED AS TO FORM:

City Attorney- GLENDALE

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of ARS Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for the City of PHOENIX

Attorney for the City of GLENDALE

EXHIBIT A

Public Transit Fare Policy and Uniform Fare Structure for the City of Phoenix

FARE STRUCTURE

1. <u>Full Fare</u>	<u>Local Bus/Rail</u>	<u>Express/RAPID*</u>
One-Ride Cash Fare (Each Boarding)	\$ 2.00	\$ 3.25
All-Day Pass	\$ 4.00	\$ 6.50
7-Day Pass	\$ 20.00	N/A
15-Day Pass	\$ 33.00	N/A
31-Day Pass	\$ 64.00	\$104.00

*Passengers using a full fare local bus/rail pass for Express/RAPID service are required to pay the difference in fares based on the one-ride full cash fare.

2. <u>Reduced Fare</u>	<u>Local Bus/Rail</u>	<u>Express/RAPID*</u>
One-Ride Cash Fare (Each Boarding)	\$ 1.00	N/A
All-Day Pass	\$ 2.00	N/A
7-Day Pass	\$ 10.00	N/A
15-Day Pass	\$ 16.50	N/A
31-Day Pass	\$ 32.00	N/A

Youth ages 6 to 18, people 65 or over, persons with disabilities, and persons who have been issued a Medicare card by the Social Security Administration are eligible for reduced fares. Any photo ID showing an individual's age is acceptable proof of age for youth and seniors. The Valley Metro Reduced-Fare Identification Card is available for \$5.00 and is also acceptable as proof of eligibility.

*No reduced fare is offered on Express/RAPID. A Passenger using a reduced fare local bus/rail pass for Express/RAPID service is required to pay the difference in fares based on one-ride full cash fare.

3. <u>Semester Passes</u>	<u>Fall/Spring</u>	<u>Summer</u>
Full Fare	\$230.00	\$154.00
Reduced Fare	\$115.00	\$ 77.00

Semester Passes can be purchased by high schools for students at no cost to students and by full-time students enrolled in high schools, technical, trade, college, or graduate courses at participating schools. Passes are good for unlimited rides on local bus/rail service for the time period printed on the pass. Semester Passes are valid on Express/RAPID for an upgrade of \$1.65 for full

fare and \$2.45 for reduced fare.

4. Free Fare

Children under age six are not charged a fare for local bus/rail Express/RAPID service when accompanied by a responsible, fare-paying adult. Free fares do not apply to dial-a-ride service. Free fares are also provided via the Group Field Trip Program for elementary school classes using local bus/rail service during non-peak hours of service.

5. Free Business Shuttle/Neighborhood Circulator Service

Business shuttle service (DASH) and Phoenix Neighborhood Circulator Service are free to all passengers.

6. Refunds

No refunds are offered for lost or unused portions of passes, except passes lost in the mail for Automatic Mail Plan customers. (See Programs, item 5).

PROGRAMS

1. Retail Transit Fare Outlet Program

Retail Transit Fare Outlets sell fare media to the general public and receive a commission. Retail Transit Fare Outlets are provided with Transit Books and other marketing materials to help promote the sale of passes

2. Internal Transit Fare Outlet Program

Internal Transit Fare Outlets are able to sell or offer fare media to their employees, students or clients. Internal Transit Fare Outlets are provided with Transit Books and other marketing materials to help promote the sale of passes.

3. Platinum Pass Program

Platinum Pass is a transit credit card available to companies or organizations for their employees or students. The cardholder is charged the appropriate fare for each boarding on Local and Express/RAPID bus and rail service. At the end of the month, a bill and an itemized statement is issued for each boarding up to the monthly cap for each pass's usage. Passes are capped at the maximum price of an Express/RAPID pass. A detailed report of actual boardings charged can be purchased for \$25 per month. The company or organization is solely responsible for the cost of the program.

4. Homeless Provider Program

Homeless service providers are eligible to receive full fare passes at half price. An agency/organization must be a homeless service provider with IRS 501(c)(3) status or a governmental agency that provides community/ social service assistance to homeless persons. Clients must meet the definition of "homeless"

or "homeless individual or homeless person" as set forth in Title 42, Chapter 119, Subchapter I, and Section 11302 of the United States Code.

5. Automatic Mail Program

The Automatic Mail Plan is designed for Dial-A-Ride passenger convenience. By the end of each month, participants receive their Phoenix ADA Monthly Dial-A-Ride pass with a bill for that pass. If the pass is lost in the mail, the pass will be replaced.

6. Arizona State University (ASU) Pass Program

The ASU pass is provided to all students who request one. ASU pays a fixed rate per boarding for students based on the average Platinum pass fare per boarding for the prior period. The rate is adjusted annually.

7. Ticket Partnership Program

With the Ticket Partnership Program, patrons possessing tickets or identifiable media issued by event officials from a participating event will be able to ride Valley Metro Rail on the day of the event at no additional charge. Event tickets will be honored as valid Valley Metro Rail fare for a pre-determined time in advance of the event and through the end of the transit day. Participating event venues/events pay an amount per attendee commensurate with the current average fare to support regional fare recovery goals. A qualifying event generates a minimum of 5,000 attendees; similarly, for a venue, a single event at this facility must generate a minimum of 5,000 attendees. This program can be extended to bus route(s) if the aforementioned criteria is maintained and the service can be supported by operations. Valley Metro must receive notice of interest in the Ticket Partnership Program from event organizers at least four months in advance of the event and agreements must be completed by 60 days prior to the event.

8. Special Event Pass Program

Large special events, such as conferences and major city events, like the Super Bowl or College Football Playoff Championship, provide economic development opportunities for the region. Special event passes will enhance the experience of event attendees and provide opportunities for visitors to experience the convenience of the region's transit system.

Passes valid for multiple day special events:

- Minimum two-day event
- Minimum of 100 passes provided
- Passes sold to event sponsor/organizing committee, not available to general public

Pricing:

- Platinum Pass type of program, smartcard technology
- Cost recovery charge per card provided

- Pay single ride fare per use, up to an event maximum
 - o \$4.00 per day for 2-3 days (1-day pass price)
 - o \$2.85 per day for 4-7 days (7-day pass price per day)
 - o \$2.20 per day for 8-15 days (15-day pass price per day)
 - o \$2.00 per day for 16 or more days (31-day pass price per day)

PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT

Cash, Phoenix ADA Monthly Dial-a-Ride Pass, Phoenix Dial-a-Ride One-Way ADA Trip Tickets (Phoenix One-Way Tickets), and Regional Paratransit Tickets are accepted as fare for Phoenix Dial-a-Ride and Regional Paratransit services. Valid fare required for a single ride on Phoenix Dial-a-Ride and Regional Paratransit is:

- \$4.00 cash; or
- Phoenix ADA Monthly Dial-a-Ride Pass; or
- Phoenix One-Way Ticket; or
- Eight (8) Regional Paratransit Tickets

1. Phoenix Dial-A-Ride and Regional Paratransit Pass and Ticket pricing:

Phoenix ADA Monthly Dial-a-Ride Pass	\$65.00
Book of 10 Phoenix One-Way Tickets	\$31.50
Book of 20 Phoenix One-Way Tickets	\$50.00
Sheet of 5 Regional Paratransit Tickets	\$ 2.50
Book of 5 Regional Paratransit Ticket Sheets (25 tickets)	\$12.50

The Phoenix ADA Monthly Dial-a-Ride Pass is available through the Automatic Mail Program only (see Programs, item 5) to ADA Certified persons living within the City of Phoenix. The pass is accepted on Phoenix Dial-a-Ride, Regional Paratransit (trips originating or concluding in Phoenix), and local bus/rail service throughout the region. The pass is valid on Express/RAPID service for an additional \$2.25 per ride.

The Phoenix One-Way Ticket books are available to ADA Certified persons living within the City of Phoenix only. The tickets are accepted on Phoenix Dial-a-Ride and Regional Paratransit (trips originating or concluding in Phoenix) only. Phoenix One-Way tickets are not valid on local bus, express/RAPID, and light rail service.

2. A Personal Care Attendant (PCA) riding with an ADA certified Dial-a-Ride/Paratransit customer is not required to pay a fare. Non-PCA companions riding with an ADA certified Dial-a-Ride/Paratransit customer are required to pay the same fare as the eligible rider per trip.

EXHIBIT B

CITY OF GLENDALE PURCHASE OF TRANSIT SERVICE CONTRACT ESTIMATE

Original FY 2019-20 Estimate

6700033

Route	Provider	Miles Per Day	Service Days	Annual Miles	Rate Per Mile	Annual Cost	Estimated Revenue	Net Cost
51	First	328.1	256	84,004.6	\$ 7.5683	\$ 635,772.12	\$ (82,768.67)	\$ 553,003.45
59	First	105.6	256	27,027.5	\$ 7.5683	\$ 204,551.91	\$ (37,286.74)	\$ 167,265.17
60	TransDev	316.0	256	80,905.0	8.0944	\$ 654,873.38	\$ (118,589.71)	\$ 536,283.67
67	First	252.3	256	64,584.2	\$ 7.5683	\$ 488,792.58	\$ (76,393.02)	\$ 412,399.56
80	TransDev	146.0	256	37,368.1	8.0944	\$ 302,470.33	\$ (79,090.19)	\$ 223,380.14
83	First	67.0	256	17,143.3	\$ 7.5683	\$ 129,745.62	\$ (9,533.66)	\$ 120,211.95
90	TransDev	205.3	256	52,545.5	8.0944	\$ 425,322.16	\$ (100,795.53)	\$ 324,526.64
138	TransDev	73.7	256	18,872.8	8.0944	\$ 152,763.38	\$ (24,485.36)	\$ 128,278.03
170	TransDev	251.3	256	64,340.5	8.0944	\$ 520,794.61	\$ (84,751.80)	\$ 436,042.82
186	TransDev	162.2	256	41,533.2	8.0944	\$ 336,184.29	\$ (25,265.99)	\$ 310,918.30
Total Weekday				488,324.6		\$ 3,851,270.39	\$ (638,960.67)	\$ 3,212,309.72
51	First	167.1	52	8,687.1	\$ 7.5683	\$ 65,746.34	\$ (5,137.48)	\$ 60,608.87
59	First	358.3	52	18,631.1	\$ 7.5683	\$ 141,006.01	\$ (15,060.62)	\$ 125,945.39
60	TransDev	150.5	52	7,825.7	8.0944	\$ 63,344.31	\$ (12,630.39)	\$ 50,713.92
67	First	182.9	52	9,509.4	\$ 7.5683	\$ 71,969.97	\$ (12,268.28)	\$ 59,701.69
80	TransDev	65.4	52	3,402.7	8.0944	\$ 27,542.43	\$ (7,474.80)	\$ 20,067.63
83	First	33.9	52	1,762.4	\$ 7.5683	\$ 13,338.25	\$ (1,178.16)	\$ 12,160.09
90	TransDev	96.2	52	5,003.1	8.0944	\$ 40,497.09	\$ (9,114.50)	\$ 31,382.59
138	TransDev	33.5	52	1,742.5	8.0944	\$ 14,104.57	\$ (1,833.70)	\$ 12,270.88
170	TransDev	108.7	52	5,654.1	8.0944	\$ 45,765.99	\$ (9,285.94)	\$ 36,480.06
186	TransDev	147.4	52	7,664.0	8.0944	\$ 62,034.87	\$ (3,476.08)	\$ 58,558.79
Total Saturday				69,882.1		\$ 545,349.83	\$ (77,459.94)	\$ 467,889.89
51	First	167.1	58	9,689.4	\$ 7.5683	\$ 73,332.46	\$ (4,897.50)	\$ 68,434.96
59	First	358.3	58	20,780.9	\$ 7.5683	\$ 157,275.93	\$ (22,069.85)	\$ 135,206.08
60	TransDev	150.5	58	8,728.7	8.0944	\$ 70,653.27	\$ (11,475.06)	\$ 59,178.20
67	First	182.9	58	10,606.6	\$ 7.5683	\$ 80,274.19	\$ (10,623.49)	\$ 69,650.70
80	TransDev	65.4	58	3,795.3	8.0944	\$ 30,720.40	\$ (6,462.74)	\$ 24,257.67
83	First	33.9	58	1,965.7	\$ 7.5683	\$ 14,877.28	\$ (998.36)	\$ 13,878.92
90	TransDev	96.2	58	5,580.4	8.0944	\$ 45,169.83	\$ (7,749.73)	\$ 37,420.10
138	TransDev	33.5	58	1,943.6	8.0944	\$ 15,732.02	\$ (1,765.70)	\$ 13,966.32
170	TransDev	108.7	58	6,306.5	8.0944	\$ 51,046.69	\$ (9,420.44)	\$ 41,626.25
186	TransDev	147.4	58	8,548.3	8.0944	\$ 69,192.74	\$ (3,269.14)	\$ 65,923.60
Total Sun/Holiday				77,945.4		\$ 608,274.81	\$ (78,732.02)	\$ 529,542.79
Total				636,152.1		\$ 5,004,895.04	\$ (795,152.63)	\$ 4,209,742.41

Provider	Miles	Amount
First Transit	274,392.2	\$ 2,076,682.66
TransDev	361,759.9	\$ 2,928,212.38
Totals:	636,152.1	\$ 5,004,895.04

Amount Due	Due Date
\$ 350,811.87	July 31, 2019
\$ 350,811.87	August 31, 2019
\$ 350,811.87	September 30, 2019
\$ 350,811.87	October 31, 2019
\$ 350,811.87	November 30, 2019
\$ 350,811.87	December 31, 2019
\$ 350,811.87	January 31, 2020
\$ 350,811.87	February 29, 2020
\$ 350,811.87	March 31, 2020
\$ 350,811.87	April 30, 2020
\$ 350,811.87	May 31, 2020
\$ 350,811.87	June 30, 2020
\$ 4,209,742.41	

- Route 43 - Phoenix pays for Glendale miles
- Route 50 - Phoenix pays for Glendale miles
- Route 51 - Phoenix pays for Glendale miles between Cactus Rd & Thunderbird Rd
- Route 51 - Phoenix pays for Glendale additional miles from Oct 16 & Apr 17 change
- Route 59 - 644.9 Weekday Miles funded by RPTA
- Route 67 - Glendale Pays for Peoria Mileage. In Glendale- 369.4 Weekday, 103.3 Saturday, and 103.3 Sunday Miles funded by Prop 400
- Route 70 - Funded in its entirety by RPTA
- Route 106 - Funded in its entirety by RPTA
- Route 138 - Peoria Prop 400 pays Glendale except for 73.772 Weekday & 33.51 weekend miles
- Route 170 - Glendale pays for Peoria miles

Total: