

**CITY CLERK
ORIGINAL**

**C-8523-1
06/10/2014**

**TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF GLENDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Contract # 133-75-2015**

THIS AMENDMENT dated this 1st day of July, 2014, amends the following items of the Transit Service Agreement Contract #133-75-2014 entered into between the City of Glendale and the Regional Public Transportation Authority, dated the 1st day of July 2013.

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

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

Pilot Supplemental Taxi Program

This provision shall provide all aspects necessary for demand response transportation services as a supplement to the existing paratransit service currently operated by the City of Glendale.

SECTION 3. RPTA'S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder, RPTA, shall:
- l. In cooperation with the City, establish policies and procedures for the Supplemental Taxi Program.
 - m. Select and manage the Supplemental Taxi Program contractor.
 - n. Cooperate with City in the marketing of the Pilot Program.
 - o. Accept, document, research, resolve and report on customer comments and complaints.
 - p. Provide required invoices, data and reports.

SECTION 4. CITY'S OBLIGATIONS:

- 4.1 With respect to the services provided hereunder, Member shall:
- h. In cooperation with Valley Metro/RPTA, establish policies and procedures for the Pilot Project.
 - i. Establish eligibility guidelines for the program.
 - j. Schedule all requested trips for program participants and refer trips to Total Transit which City chooses not to provide internally.
 - k. Maintain an internal complaint handling process for residents who wish to provide their comments and concerns to Glendale rather than to Valley Metro's Customer Service Center.
 - l. Pay RPTA for services rendered by the Supplemental Taxi Program.

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 "I" Pilot Supplemental Taxi Program

The following Section replaces and supersedes that Section of the agreement entered into July 1, 2013.

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of Member, its officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), RPTA shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including

court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of RPTA or any of its owners, officers, directors, agents, contractor or employees, including employees from the Member assigned to work full time for RPTA.

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

The following Schedules amend those Schedules of the agreement entered into July 1, 2013.

The attached Schedule A amends Schedule A entered into July 1, 2013.

The attached Schedule E amends Schedule E entered into July 1, 2013.

The following Schedule is added to the agreement entered into July 1, 2013, as amended.

The attached Schedule I

All other terms of the Parties Transit Services Agreement dated July 1, 2013 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)

Stephen R. Banta, Chief Executive Officer

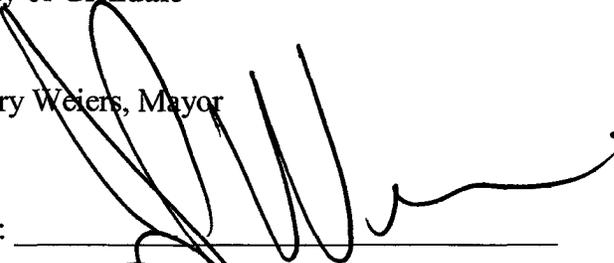
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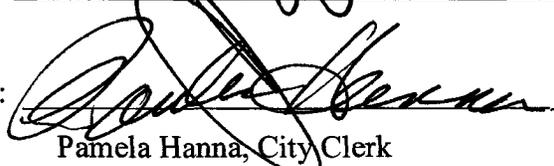
APPROVED AS TO FORM:

By:  _____
Michael J. Ladino
General Counsel

City of Glendale

Jerry Weiers, Mayor

By:  _____

By:  _____
Pamela Hanna, City Clerk

APPROVED AS TO FORM:

By:  _____
Michael D. Bailey, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$3,149,122** (including express)

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

RPTA Funded Service in the City of Glendale

Fixed Route Estimate

FY 2015

Level	Route	Physical	Funding	Total Miles	Gross Costs	Fares	PM	Net
W	573	Glendale	RPTA	14,513	134,594	(44,195)	(15,044)	75,355
	575	Glendale	RPTA	8,506	78,883	(36,132)	(8,817)	33,934
W	59	Glendale	RPTA	161,237	1,044,577	(334,738)		709,839
	67	Glendale	RPTA	92,361	598,361	(140,490)		457,871
	70	Glendale	RPTA	197,394	1,535,784	(331,518)		1,204,266
	106	Glendale	RPTA	45,277	352,268	(91,288)		260,980
	GAL	Glendale	RPTA	5,548	35,940	(1,430)		34,510
S	67	Glendale	RPTA	5,370	34,789	(8,168)		26,621
	70	Glendale	RPTA	19,020	147,979	(31,943)		116,036
	106	Glendale	RPTA	4,631	36,030	(9,337)		26,693
H	67	Glendale	RPTA	6,506	42,148	(9,896)		32,252
	70	Glendale	RPTA	23,043	179,281	(38,700)		140,581
	106	Glendale	RPTA	5,236	40,741	(10,558)		30,183
Grand Total				588,640	4,261,375	(1,088,393)	(23,851)	3,149,122

SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ADA) – 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 Glendale is **\$691,111.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA’s In-Person Eligibility Determination Facility and ADA Certification office.

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

Maximum amount: **\$691,111.00**

SCHEDULE "I" – PILOT SUPPLEMENTAL TAXI PROGRAM

This is a Pilot Program which will provide a limited amount of paratransit trips to Glendale transit customers, using the RPTA's taxi-based MCDRTS program, under the following circumstances:

- Off Peak trips during early morning and late night hours as assigned by authorized City Staff
- Trips that cannot be efficiently routed on Glendale Dial-a-Ride vehicles
- Other trips as decided by Glendale City staff

Service will be curb-to-curb unless otherwise specified, once a trip is referred to Total Transit, Total Transit will assign the trip to either a taxicab or a lift or ramp equipped vehicle—depending on the needs of the passenger. Total Transit will also be encouraged to identify trips which can be grouped so as to improve the efficiency and reduce the cost of service to the City. In the event that the City identifies opportunities to increase efficiency, Total Transit will be required to operate that portion of service in accordance with City direction.

Budget – The City has established an initial budget of \$20,000 for this service. Total Transit will utilize this budget in accordance with City's direction and will advise City on a daily basis of the trips provided and the cost of services rendered. The City, in cooperation with the RPTA, will advise Total Transit if and when the amount of service should be adjusted, and the City is free to increase or decrease the budget for service, based on thirty (30) calendar day's notice to the RPTA and Total Transit. The following table shows the rates which the RPTA will charge the City for these services:

Item	Cost
Ambulatory Trip Drop-Charge	\$4.70
Non-Ambulatory Trip Drop-Charge	\$19.48
Rate per Mile	\$2.35
RPTA Overhead	6% of Total Cost

Note – Total Transit will retain collected passenger fares as a partial offset against total expenses. Total Transit will collect fares in accordance with Glendale's fare structure listed below:

- ADA/Companion----\$2.00
- Senior (ages 65+) ----\$1.00
- Disabled (non-ADA) ---\$1.00
- General Public (ages 14-64) -----\$2.00
- Juniors (ages 6 – 13) ----\$1.00
- Children under 5----Free

In accordance with ADA requirements, there are no fares for Personal Care Attendants (PCA's). The exact fare payable to Total Transit will be identified when the trip is assigned.

Rider Eligibility – The City will identify individuals who are eligible for service, and the City will provide a list of eligible riders to Total Transit. Total Transit will only be reimbursed for service provided to eligible riders and their PCA's.

Trip Scheduling Procedures – Glendale will assign trips to Total Transit based on program requirements and available capacity. Along with each demand-response trip, Glendale will provide a thirty minute pick-up window, during which the driver will be expected to arrive to transport the passenger.

Driver Requirements and Training

All Total Transit and subcontractor drivers are required to be commercially trained drivers who receive specific training in the safe operation of their vehicles, with pre-trip inspections, with appropriate radio or telephone communication protocols, with defensive driving, with the delivery of appropriate customer service, with the special needs of people with disabilities, with program paperwork, and with all other Dial-a-Ride procedures, and receive required ADA training.

Data, Reports and Invoices

Valley Metro will provide the following information on a monthly basis.

- Trips scheduled, cancelled and operated by day
- Late cancellations and no-shows by day
- Trips on-time, late and excessively late (missed trips) by day
- Miles and hours operated
- Total service cost, broken down by contractor and Valley Metro costs
- Fares collected
- Actual amount billable to Glendale
- Valid complaints; Complete information for each trip provided, including the rider's name, the number of riders, PCA's, companions and other riders for each trip, the starting and ending locations, the starting and ending times, the total length of the trip in miles, the contractor cost for the trip, broken down by per-trip fee and mileage rate
- Other data and statistics as agreed upon between the City and Valley Metro