

AGREEMENT NO. 138946--0

CITY OF PHOENIX, ARIZONA  
PUBLIC TRANSIT DEPARTMENT

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

THIS FIXED ROUTE AGREEMENT (the "Agreement") is made and entered into this 24<sup>th</sup> day of June, 2014, 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 organization 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 all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (l)t (being) intended that (GLENDALE) shall have and may exercise all powers which under the constitution of this state it would be competent for (GLENDALE's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, PHOENIX is willing to provide public transit service and GLENDALE is willing to purchase public transit service from PHOENIX; 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, as outlined in **Exhibit B**, covered by this Agreement for the first year:

Routes

51  
59  
60  
67  
80  
90  
138  
170  
186

B. Fares

The current fare structure, as outlined in **Exhibit A**, shall be enforced by PHOENIX through its contractors. PHOENIX reserves the right to unilaterally change the fare structure.

C. Reports

PHOENIX shall provide GLENDALE with quarterly reports on ridership within GLENDALE.

D. Planning, Scheduling and Routing

PHOENIX shall provide GLENDALE with services to facilitate transit planning, scheduling and routing for scheduled bus service within GLENDALE city limits. 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 will provide estimates of the current fiscal year and a general estimation for service for the upcoming fiscal year.

E. Notification

Based upon available information, PHOENIX shall notify GLENDALE as soon as reasonably practicable if the maximum contract costs for service as estimated in this Agreement, appears to be insufficient to pay the actual cost of service provided. Thereafter, the amount due hereunder shall be adjusted to reflect the new estimate of the cost of service. There shall also be a final year-end reconciliation as described in Section III (F).

**SECTION II - TERM**

This Agreement shall be effective on the date provided above and will end on June 30, 2019. The requirements in the Agreement will begin on July 1 of the first fiscal year of the Agreement. Each year the Agreement will be amended to incorporate revised mileage, revenue and cost estimates by written notification from the Public Transit Director.

- 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. Accordingly, if GLENDALE fails to execute the change order within 30 days after remittance, GLENDALE agrees to pay a 12% annual charge computed on a monthly basis.

**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 gross fee for the first year is estimated to be \$4,790,391. Revenue collected will serve as a credit to offset costs. Estimated revenue is \$ 1,127,455. The estimated net fee is \$3,662,936.
- B. For purposes of this Agreement the following estimates are provided for the first year:  
(1) Mileage – 655,520.3;
- C. The addition of Regional Public Transportation Authority (RPTA) funded transit service may modify some existing routes. Section 28-2521, Arizona Revised Statutes, prohibits supplanting any existing transit service with RPTA funded service.
- D. Payment estimates are based upon **EXHIBIT B**.
- E. Projected payments consist of one installment of \$305,241 followed by eleven

(11) equal installments of \$305,245 and shall be made as follows:

- Payment No. 1 due July 31, 2014
- Payment No. 2 due Aug 31, 2014
- Payment No. 3 due Sept 30, 2014
- Payment No. 4 due Oct 31, 2014
- Payment No. 5 due Nov 30, 2014
- Payment No. 6 due Dec 31, 2014
- Payment No. 7 due Jan 31, 2015
- Payment No. 8 due Feb 28, 2015
- Payment No. 9 due March 31, 2015
- Payment No. 10 due April 30, 2015
- Payment No. 11 due May 31, 2015
- Payment No. 12 due June 30, 2015

Late payments shall be subject to a 12% annual charge computed on a monthly basis.

- F. PHOENIX will do a financial reconciliation of this Agreement after June 30<sup>th</sup> of each year in which the Agreement is in effect. This includes cost adjustments due to the actual costs versus estimated costs. Thereafter, the parties will make a final adjustment of sums due from or payable to GLENDALE so that all recoverable costs have been paid but assuring that GLENDALE has not paid more than the fully allocated cost of service.

#### **SECTION IV - GLENDALE'S RESPONSIBILITIES**

A. Administrative

1. GLENDALE shall provide PHOENIX with information and assistance in making applications for federal financial assistance; and
2. GLENDALE shall provide PHOENIX with one hundred twenty (120) calendar days prior written notice, subject to the provisions of VI (D), 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 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 amount due from GLENDALE by 10% or more of the total contract fee as stated in Section III of this Agreement, requires an executed Agreement Change Order or Supplemental Agreement. All other service reductions shall be reflected in the year end reconciliation.

### **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 twenty (120) 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 twenty (120) 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 twenty (120) 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"). GLENDALE may, upon request, review PHOENIX's calculations of its expenses, penalties, and costs, and PHOENIX will provide all related documentation to GLENDALE in the event GLENDALE makes a request for a review. 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. Additional Work

Compensation for additional work, when authorized by executed Agreement Change Order or Supplemental Agreement, shall be in such sum as may be mutually agreed upon by both parties.

F. 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.

G. 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. GLENDALE shall defend and indemnify PHOENIX 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 GLENDALE, that were not requested by PHOENIX which result in grievances, claims and/or liability.

H. 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.

I. Relationship of Parties

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, 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.

J. Cancellation

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

K. 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.

L. 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.

M. 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.

N. 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  
Phone (623) 930-3508  
FAX: (623) 931-6960  
EMAIL [klink@glendaleaz.com](mailto:klink@glendaleaz.com)

If to PHOENIX:

Maria Hyatt  
Interim Public Transit Director  
City of Phoenix Public Transit Department  
302 N. 1st Avenue, Ste. 900  
Phoenix, AZ 85003  
Phone (602) 262-7242  
FAX (602) 495-2002

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.

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to PHOENIX or GLENDALE in connection with this Agreement is confidential, proprietary information owned by the transmitter. Except as specifically provided in this Agreement, PHOENIX nor GLENDALE shall not disclose data generated in the performance of the service to any third person without the prior written consent of the respective City Manager, or his/her designee.

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, PHOENIX and 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 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 the PHOENIX or GLENDALE in connection with this Agreement is believed to have been compromised, each shall notify the other immediately. Contractor/Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be 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 by either party.

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

O. Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to PHOENIX or GLENDALE in connection with this Agreement is confidential, proprietary information owned by the transmitter. Except as specifically provided in this Agreement, the PHOENIX nor GLENDALE shall not disclose data generated in the performance of the service to any third person without the prior written consent of the respective City

Manager, or his/her designee.

Personal identifying information, financial account information, or restricted City 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.

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 potential breaches of this data and, where applicable, the cost of notifying individuals who may be 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 the 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 PHOENIX and GLENDALE under this Section shall survive the termination of this Agreement.

P. Legal Worker Requirement

The parties are 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. PHOENIX 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.

**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: Maria Hyatt  
Maria Hyatt  
Interim Public Transit Director

ATTEST:

C. Meyer  
City Clerk



APPROVED AS TO FORM:

[Signature]  
ACTING City Attorney *7m*

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON APRIL 2, 2014.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By: [Signature]  
City Manager

ATTEST:

[Signature]  
City Clerk - GLENDALE

APPROVED AS TO FORM:

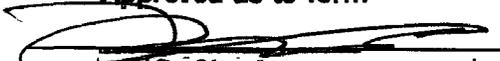
[Signature]  
City Attorney - GLENDALE

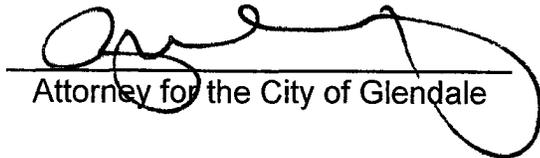
APPROVED BY GLENDALE CITY COUNCIL BY FORMAL ACTION ON  
6-10-14

**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.

**Approved as to form**

  
ACTING City Attorney *ym*

  
Attorney for the City of Glendale

## EXHIBIT A

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

<b>FARE STRUCTURE</b>
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1.	<b>Full Fare</b>	<b>Local Bus/Rail*</b>	<b>Express/RAPID**</b>
	One-Ride Cash Fare (EACH BOARDING)	\$ 2.00	\$ 3.25
	One-Day Pass (off the bus)	\$ 4.00*	\$ 6.50*
	One-Day Pass (on the bus)	\$ 6.00*	\$ 8.50*
	31-Day Pass	\$64.00	\$104.00
	7-Day Pass	\$20.00	N/A
	15-Day Pass	\$33.00	N/A

\* "Off the bus" means passes acquired before boarding the bus. "On the bus" means passes acquired after boarding the bus.

\*\* 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.	<b>Reduced Fare</b>	<b>Local Bus/Rail*</b>	<b>Express/RAPID**</b>
	One-Ride Cash Fare (EACH BOARDING)	\$ 1.00	N/A**
	One-Day Pass (off the bus)	\$ 2.00*	N/A**
	One-Day Pass (on the bus)	\$ 3.00*	N/A**
	31-Day Pass	\$32.00	N/A**
	7-Day Pass	\$10.00	N/A**
	15-Day Pass	\$16.50	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.

\* "Off the bus" means passes acquired before boarding the bus. "On the bus" means passes acquired after boarding the bus.

\*\* 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. Semester Passes

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.

Fall/Spring Semester Pass	\$230.00
Summer Semester Pass	\$154.00

Passes are valid on Express/RAPID for an upgrade of \$1.65.

#### REDUCED FARE

Fall/Spring Semester Pass	\$115.00
Summer Semester Pass	\$77.00

Reduced passes are valid on Express/RAPID for an upgrade of \$2.45

### 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.

## PROGRAMS

### 1. 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.

### 2. 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.

### 3. Automatic Mail Program

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

### 4. 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.

### 5. Light Rail/U.S. Airways Center Event Day Pilot Program

With the Light Rail/U.S. Airways Center Event Day Pilot Program, patrons holding tickets for a U.S. Airways Center event will be able to ride Light Rail on the date of the event. The event tickets will be honored for Light Rail four (4) hours prior to the start of the event and until the end of the transit day. Event tickets will not be valid for travel on transit buses. The pilot program will be in effect from October 1, 2009 until June 30, 2015.

## DISTRIBUTION

### 1. For Passengers

All passes (except for semester passes) – are sold at locations valley-wide.

- The cities of Gilbert, Mesa, Phoenix, Scottsdale, and Tempe have at least one public outlet for passengers to purchase fare media.
- The City of Phoenix currently sells fare media at Central Station, Ed Pastor, Sunnyslope, and Metrocenter Transit Centers.

### 2. For Public Outlets

Public Sales Outlets sell fare media to the general public and receive a 4% commission. Public Outlets are provided with Bus Books and other marketing materials to help promote the sale of passes.

### 3. For Private Outlets

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

### 4. 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, 3. Automatic Mail Program.)

## PHOENIX DIAL-A-RIDE

### 1. Phoenix Resident Dial-a-Ride/Transit Monthly Pass and ADA Single Ride Ticket Books

This pass is available to ADA Certified persons living within the City of Phoenix through the Automatic Mail Program only. The pass can be used any time on bus/rail service throughout the region and is accepted only on Phoenix Dial-a-Ride trips.

Phoenix ADA Monthly Dial-a-Ride Pass	\$65.00
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Single ride ticket books can be purchased for and are accepted only on Phoenix Scheduled ADA Dial-a-Ride trips. Ticket books are available to ADA Certified persons living within the City of Phoenix. Dial-a-Ride tickets are not valid on Phoenix same day Dial-a-Ride service, local bus, express/RAPID, and light rail service.

Book of 10 Single Ride Tickets	\$31.50
Book of 20 Single Ride Tickets	\$50.00

2. <u>Passenger Type</u>	<u>First Zone</u>	<u>Each Additional Zone</u>
Same Day Service - Reduced	\$2.50 or 5 tickets**	\$1.50 or 3 ticket**
Same Day Service - Regular	\$5.00 or 10 tickets**	\$3.00 or 6 tickets**
ADA Scheduled Trip	\$4.00 or 8 tickets**	N/A
**Regional Dial-a-Ride Ticket	\$0.50 each	

Cash, Phoenix ADA Monthly Dial-a-Ride/Transit Pass, and Regional Dial-a-Ride Tickets are accepted. The Phoenix ADA Monthly Dial-a-Ride Pass (see below) is available through the Automatic Mail Program (see Programs, item 3). The Dial-a-Ride Ticket can only be used on participating Dial-a-Ride services.

**EXHIBIT B**  
**CITY OF GLENDALE - PURCHASE OF TRANSIT SERVICE**  
**CONTRACT ESTIMATE - FISCAL YEAR 2014-15**

		Miles	Service	Annual	Rate	Annual	Estimated	Net
Route	Provider	Per Day	Days	Miles	Per Mile	Cost	Revenue	Cost
51	First	328.2	250	82,061.8	\$ 6.6149	\$ 542,828	\$ (107,826)	\$ 435,002
59	First	132.3	250	34,509.0	\$ 6.6149	228,273	(54,206)	174,067
60	Veolia	376.1	250	94,015.3	\$ 7.8202	735,222	(188,015)	547,207
67	First	302.3	250	75,585.8	6.6149	499,990	(112,401)	387,590
80	Veolia	145.9	250	36,464.8	\$ 7.8202	285,163	(82,537)	202,627
90	Veolia	205.9	250	51,472.0	\$ 7.8202	402,523	(142,704)	259,819
138	Veolia	73.7	250	18,430.5	\$ 7.8202	144,131	(49,908)	94,223
170	Veolia	251.5	250	62,881.8	\$ 7.8202	491,750	(86,838)	404,913
186	Veolia	162.3	250	40,583.0	\$ 7.8202	317,369	(39,802)	277,567
Total								
Weekday		1,978.3		496,003.8		\$ 3,647,249	\$ (864,237)	\$ 2,783,013
51	First	167.1	52	8,689.8	\$ 6.6149	\$ 57,482	\$ (11,418)	\$ 46,064
59	First	379.6	52	19,737.5	\$ 6.6149	130,561	(31,003)	99,558
60	Veolia	182.8	52	9,506.6	\$ 7.8202	74,344	(19,012)	55,332
67	First	205.9	52	10,705.1	\$ 6.6149	70,813	(15,919)	54,894
80	Veolia	65.4	52	3,402.4	\$ 7.8202	26,607	(7,701)	18,906
90	Veolia	96.5	52	5,018.5	\$ 7.8202	39,246	(13,914)	25,332
138	Veolia	33.5	52	1,742.5	\$ 7.8202	13,627	(4,719)	8,908
170	Veolia	108.8	52	5,658.5	\$ 7.8202	44,251	(7,814)	36,437
186	Veolia	147.5	52	7,668.2	\$ 7.8202	59,967	(7,521)	52,446
Total								
Saturday		1,387.1		72,129.2		\$ 516,899	\$ (119,021)	\$ 397,878
51	First	167.1	63	10,528.1	\$ 6.6149	\$ 69,642	\$ (13,834)	\$ 55,808
59	First	379.6	63	23,912.8	\$ 6.6149	158,180	(37,562)	120,618
60	Veolia	182.8	63	11,517.7	\$ 7.8202	90,071	(23,033)	67,037
67	First	205.9	63	12,969.6	\$ 6.6149	85,792	(19,287)	66,506
80	Veolia	65.4	63	4,122.1	\$ 7.8202	32,236	(9,330)	22,906
90	Veolia	96.5	63	6,080.1	\$ 7.8202	47,548	(16,857)	30,691
138	Veolia	33.5	63	2,111.1	\$ 7.8202	16,510	(5,717)	10,793
170	Veolia	108.8	63	6,855.5	\$ 7.8202	53,612	(9,467)	44,145
186	Veolia	147.5	63	9,290.3	\$ 7.8202	72,652	(9,111)	63,541
Total								
Sun/Holiday		1,387.1		87,387.3		\$ 626,243	\$ (144,198)	\$ 482,045
Total		4,752.5		655,520.3		\$ 4,790,391	\$ (1,127,455)	\$ 3,662,936