

CITY COUNCIL REPORT



Meeting Date: August 19, 2013
 General Plan Element: **Community Mobility**
 General Plan Goal: **Safely, effectively and efficiently move people, goods and Information**

ACTION

IGA with Regional Public Transit Authority, FY 14 Transit Services: Adopt Resolution No. 9368 authorizing Intergovernmental Agreement Number 2013-047-COS with the Regional Public Transit Authority for the purpose of providing Fixed Route and Express bus service, East Valley Dial-a-Ride service, and New Freedom grant funding for a total cost to Scottsdale of \$1,446,745 and revenues in the amount of \$100,000.

BACKGROUND

City Council has authorized annual contract change orders and Intergovernmental Agreements (IGA's) with the City of Phoenix and the Regional Public Transit Authority (RPTA) for three decades. In years past, two to three separate RPTA agreements were brought to the council for approval. For FY 14, a new IGA format is being used that incorporates all three agreements into one document which includes: 1) Fixed and Express bus service (see Table 1 below), \$1,047,989; 2) East Valley Dial-a-Ride (EVDAR) service, \$152,000; and, 3) a Federal New Freedom grant for reimbursement of Neighborhood Trolley costs, \$100,000. Funding for these transit services comes from the City's Transportation Privilege Tax, Proposition 400 (Public Transit Funding) or other Federal grant funds (New Freedom, Job Access Reverse Commute-JARC, and Preventative Maintenance-PM).

A more detailed summary of program costs is contained in Attachment A.

ANALYSIS & ASSESSMENT

Policy Implications

Supports City Council Critical Objective C: "Provide for the safe, efficient, and affordable movement of people and goods".

Community Involvement

The IGA is in conformance with the Scottsdale Transportation Master Plan Transit Element, adopted by the City Council in January 2008; the citizen adopted General Plan Community Mobility Element; and, the citizen adopted Proposition 400 regional sales tax. The Transportation Commission, an

advisory body to the City Council, reviews staff proposed service changes in open public meetings and hearings that are televised. The Transportation Department is responsive to the advice of the Transportation Commission and the public input received at all meetings. In addition, Valley Metro and the City of Phoenix also provide public information and outreach related to regional transit services on behalf of Scottsdale. Any significant changes to transit service levels require public notifications and hearings, per Federal requirements.

RESOURCE IMPACTS

Available funding

Funding for fixed route transit services comes from the Transportation Privilege Tax, Proposition 400 sales tax, Federal grants, and passenger fares. The transit service and grants included in this agreement are shown in the City's adopted FY 14 Transportation Fund budget under the Transit Contract line items.

Staffing, Workload Impact

Administration of this IGA is part of the transit group's annual work plan and requires no additional staffing.

Maintenance Requirements

Maintenance of vehicles and operating supplies provided by the RPTA are included in the contract cost estimate. City of Scottsdale maintains all bus stops at an approximate annual cost of \$65,000, which is paid for from the Transportation Fund.

Future Budget Implications

Funding for the operation of express and fixed route bus services is budgeted in each fiscal year. Transit service is funded from the City's Transportation Privilege Tax, and authorizations will be requested annually. Scottsdale benefits from continuous service and regional coordination.

Cost Recovery Options

Fare revenues, funding from Prop 400, and grant revenues are included in the contract cost estimate. Fares and fare policy for transit services are set at the regional level, go through a public hearing process at the local and regional level, and are supported by regional partners.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 9368 authorizing Intergovernmental Agreement Number 2013-047-COS with the Regional Public Transit Authority for the purpose of providing Fixed Route and Express bus service, East Valley Dial-a-Ride service, and New Freedom grant funding for a total cost to Scottsdale in the amount of \$1,446,745 and revenues in the amount of \$100,000.

RESPONSIBLE DEPARTMENT(S)

Transportation Services - Planning and Transit

STAFF CONTACTS (S)

Madeline Clemann, 480-312-2732, mclemann@scottsdaleaz.gov

APPROVED BY



Paul Basha, Transportation Director
Planning, Neighborhoods, and Transportation
480-312-7651, pbasha@scottsdaleaz.gov

6 August 2013

Date



Randy Grant
Planning, Neighborhoods, and Transportation Administrator
480-312-2664, rgrant@scottsdaleaz.gov

8/6/13

Date

ATTACHMENTS

1. Resolution 9368
2. IGA 2013-047-COS
3. Attachment . IGA 2013-047-COS Work Program and Financial Summary

RESOLUTION NO. 9368

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO INTERGOVERNMENTAL AGREEMENT NO. 2013-047-COS WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR THE PROVISION OF EXPRESS AND FIXED ROUTE TRANSIT SERVICE, PARATRANSIT SERVICE AND FTA NEW FREEDOM FUNDING TRANSPORTATION SERVICE.

WHEREAS, the Arizona Revised Statutes 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for joint operation or cooperative action; and

WHEREAS, Article 1, Section 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the Regional Public Transportation Authority, pursuant to previous intergovernmental agreements, provides and now proposes to continue to provide express and fixed route transit service, paratransit service and FTA New Freedom Funding transportation service to the City of Scottsdale;

WHEREAS, the City of Scottsdale wishes to continue to be an integrated part of the regional public transit system in order to provide mobility choices that support a diverse population, and to improve air quality and traffic congestion;

NOW THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1: The Mayor of the City of Scottsdale is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement Number 2013-047-COS with the Regional Public Transportation Authority for the purpose of provision of express and fixed route transit service, paratransit service and FTA New Freedom Funding transportation service.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 19th day of August, 2013.

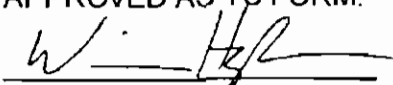
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: William Hylen, Assistant City Attorney

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SCOTTSDALE (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 160-75-2014**

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2013 by and between the City of Scottsdale, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “Member”) and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as “RPTA”). Member and RPTA are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Member has Charter Authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. Section 48-5121; A.R.S. Section 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona RPTA “may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of” its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement; and,

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

WHEREAS, City and RPTA entered into an IGA on July 1, 2012, IGA #160-31-2013, Scottsdale Contract # 2007-133-COS-A6, and

WHEREAS, City and RPTA entered into an IGA on July 1, 2012, IGA #160-32-2013, Scottsdale contract # 2011-163-COS-A1, and

WHEREAS, the parties hereto desire to consolidate the above two (2) existing IGA’s into a single agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

SECTION 1. DEFINITIONS

The following capitalized terms shall have the following meaning when used in this Agreement, unless a different meaning is clearly intended:

“RPTA” means the Regional Public Transportation Authority, a political subdivision of the State of Arizona.

“Member” means the City of Scottsdale, a member of the Regional Public Transportation Authority (RPTA) with voting powers.

“Effective Date” means the date on which rights granted hereunder become operative, as specified in Section 7

“Force Majeure” means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorist acts, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

SECTION 2. TERMINATION AND CONSOLIDATION OF PREVIOUS IGA’S

Effective July 1, 2013, this Agreement terminates and supersedes IGA #160-32-2013, Scottsdale Contract # 2007-133-COS-A6 and IGA # 160-31-2013, Scottsdale Contract # 2011-163-COS-A1.

SECTION 3. SCOPE OF AGREEMENT

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

Regionally Funded Fixed Route Bus Service (Schedule A) means a public system for the transport of passengers by bus that is funded by RPTA Public Transportation Funds (PTF).

Member Funded Fixed Route Bus Service (Schedule B) means a public system for the transport of passengers by bus that is funded by Member.

Dial-a-Ride Services (Schedule C) means a system operated for the purpose of transporting designated passengers, within designated time periods, to destinations within and between each of the participating member Cities and Town of the RPTA, and to designated transfer points for travel outside of the Dial-a-Ride service area.

Americans with Disabilities Act (ADA) Public Transportation Funds (PTF) (Schedule E)
The RPTA shall transfer to the Member funds allocated by the Board of the RPTA, and specified

in Schedule E, for the purposes of reimbursing Member for the cost to provide Paratransit services to ADA certified individuals. The Member shall submit a PTF Reimbursement Request Form, Attachment A, certifying that the costs have been incurred and are eligible for reimbursement.

Federal Transit Administration (FTA) New Freedom Funding (Schedule G). RPTA has applied and received approval notice for New Freedom grant funding to help support specific transportation services in Member's service area serving people with disabilities beyond the requirements of the Americans with Disabilities Act. The funding provides support for affordable transportation options in Member's service area to augment traditional paratransit services.

SECTION 4. RPTA'S OBLIGATIONS:

- 4.1 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 Services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;
 - c. Provide marketing and merchandising of services;
 - d. Draft and secure approval for annual operating budgets;
 - e. Plan for, prepare changes, and amend service specifications;
 - f. Invoice the Member on a monthly basis for service(s) (often based upon revenue miles) provided to Member;
 - g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA 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 and to resolve service and contractual performance issues;

- i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- j. Credit Member up to the pre-determined amount of Americans with Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- k. Provide a complaint resolution process;
- l. Recommend service specifications in consultation with the Member;
- m. Provide to Member monthly reports on ridership, revenue collected, and applicable performance standards;

4.2 RPTA will use its best efforts to provide to Member 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 to Member 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 amount of the underpayment to Member. Member shall pay all invoices submitted by RPTA to Member within 30 days.

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

4.4 The RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website www.valleymetro.org or within its extra-net site. The paratransit reports shall include at a minimum: ADA ridership versus non-ADA ridership, revenue miles operated, as well as performance indicators by which the Member and the RPTA can evaluate whether the service provider is meeting policies, and service standards.

Fixed route bus reports shall collect the following monthly performance statistics for the Member:

- Boardings by Member and Other Members;
- Wheelchair Boardings by Member and Other Members; *
- Vehicle Revenue Miles by Member and Other Members;
- Vehicle Revenue Hours by Member and Other Members;
- Operating Days by Member;
- Average number of passengers by revenue mile of service;
- Operating Costs;
- Passenger Revenue by Jurisdiction;
- Percent On-time Performance;
- Service Interruptions;
- Vehicle Breakdowns;
- Wheelchair lift/ramp Breakdowns;
- Accidents;
- Vehicle Accidents;
- Passenger Accidents;
- Passenger Security Incidents;
- Crimes reported; and
- Vehicles Operated per day.

4.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate. If Member does not approve the budget estimate, the parties shall work together to establish a mutually agreeable budget estimate.

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

SECTION 5. CITY'S OBLIGATIONS:

5.1 With respect to the services provided hereunder, Member shall:

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, 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 RPTA's monthly costs to, monitor and generally administer the service in City.
- c. Provide for local complaint resolution with citizens of the Member;
- d. With respect to services provided hereunder, provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
- e. Provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

5.2 With respect to the services hereunder, Member may:

- a. If Member chooses, become a member of and participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
- b. Purchase and install bus stop signs and associated amenities.

5.3 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.

5.4 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 3 of this agreement.

5.5 Member shall provide a written ninety (90) calendar day notice for major service changes.

5.6 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 6. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2013, as specified under Section 7, until July 1, 2018 to be amended on an annual basis as service needs and as Public Transportation Fund (PTF) reimbursements are agreed upon by the Parties. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including, without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

SECTION 7. EFFECTIVE DATE

This Agreement shall take effect on July 1, 2013 after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel. The Agreement may be filed with the Member's Clerk.

SECTION 8. GENERAL CONDITIONS

A. Records and Audit

All books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices as and when requested by Member.

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 Member's Council or the RPTA Board of Directors, and no officer, agent, or employee of the City or RPTA 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 Member and acknowledged by RPTA by letter.

D. Termination (and/or Changes in Service)

Member and RPTA 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 ninety (90) 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.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever (including, but not limited to, any costs of such termination as a result of Section 49 U.S.C. 1609 [formerly Section 13(c) of the Federal Transit Act of 1964, as amended] 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 Member has paid RPTA sums in

excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement. Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto. Final payment shall be made within sixty (60) calendar days after the date termination becomes effective.

SECTION 9. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 10. AGREEMENT NON-ASSIGNABLE

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 11. 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 "Indemnatee"), RPTA shall indemnify, defend, save and hold the Indemnatee 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 and economic or financial loss of any character or any nature: (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 Indemnatee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnatee, 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, or for economic or financial losses arising out of or in any way connected with the performance of this Agreement.

It is agreed that RPTA will be responsible for primary loss investigation, defense and judgment costs.

SECTION 12. INSURANCE

RPTA will maintain in force the insurance program approved the by RPTA Board of Directors and included in RPTA's fiscal year budgets.

SECTION 13. DEFAULT

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the affect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 14. 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 email as PDF or a facsimile transmission, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority
Attention: General Counsel
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003

If intended for Member:

Scottsdale, Arizona
Office of the Mayor
3939 N. Drinkwater Blvd.
Scottsdale, Arizona 85251

and to:

Member’s Public Transit Department
Madeline Clemann
Contract Administrator/Transit Supervisor
7447 E. Indian School Rd., Suite 205
Scottsdale, Arizona 85251

Notice shall be deemed received at the time it is personally served or, 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.

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, FAX number or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

SECTION 15. AMENDMENT

This Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member's Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 16. INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements entered into with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 17. APPLICABLE LAW AND LITIGATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

SECTION 18. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 19. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 20. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

SECTION 21. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 22. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 23. CONFLICTS OF INTEREST

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

SECTION 24. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by any particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 25. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 26. POLICE POWER

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

SECTION 27.

A. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211 – § 23-214.

RPTA understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. RPTA shall comply with IRCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors comply with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its subcontractors pertaining to individuals performing work under this Agreement.

Further, Member 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). For this reason, RPTA shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, both RPTA and each of RPTA's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement

B. **SUDAN AND IRAN.** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, RPTA certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

SECTION 28. COMPLIANCE WITH THE E-VERIFY PROGRAM

28.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

28.2 Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

28.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

28.4 Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

28.5 Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

28.6 Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

SECTION 29. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of the United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are hereby incorporated by reference.

SECTION 30. 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 "A" Regionally Funded Fixed Route Bus Service (RPTA Funded)
- Schedule "B" Member Funded Fixed Route Bus Services
- Schedule "C" Dial-a-Ride Services
- Schedule "D" Intentionally left blank
- Schedule "E" Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
- Schedule "F" Intentionally left blank
- Schedule "G" Federal Transit Administration New Freedom

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

By: _____

APPROVED AS TO FORM:

By: _____

Michael J. Ladino
General Counsel


CITY OF SCOTTSDALE, an Arizona municipal corporation

ATTEST:

W.J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: William Hylan, Assistant City Attorney

APPROVED AS TO FORM:

By: _____

Member Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$3,596,728.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Scottsdale.
 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 Scottsdale
Fixed Route Estimate
FY 2014

Route	Garage	City	Funding	Service	Level	Days	Total Miles	Gross Cost	FY 14 Fares	PM	Fuel Credit	Net Cost
72	Temp	Scot	RPTA	Local	W	250	325,410	1,967,338	(385,873)	(182,772)	(38,576)	1,360,117
72	Temp	Scot	JARC	Local	W	250	22,746	137,516	(26,972)	(12,776)	(2,696)	95,072
72	Temp	Scot	JARC/RPTA	Local	W	250	22,746	137,516	(26,972)	(12,776)	(2,696)	95,072
81	Temp	Scot	RPTA	Local	W	250	116,809	706,196	(100,858)	(65,608)	(13,847)	525,883
511	Mesa	Scot	RPTA	Express	W	250	38,630	240,881	(2,348)	(21,697)	(4,579)	212,256
514	Temp	Scot	RPTA	Express	W	250	26,883	167,631	(11,740)	(15,099)	(3,187)	137,605
72	Temp	Scot	RPTA	Local	S	52	56,671	342,620	(61,267)	(31,831)	(6,718)	242,805
81	Temp	Scot	RPTA	Local	S	52	655	3,961	(631)	(368)	(78)	2,884
72	Temp	Scot	RPTA	Local	H	63	32,441	196,127	(49,319)	(18,221)	(3,846)	124,742
81	Temp	Scot	RPTA	Local	H	63	794	4,799	(544)	(446)	(94)	3,715
17	First	Scot	RPTA	Local	W	250	48,279	287,781	(92,245)	See Note	See Note	195,536
50	Veolia	Scot	RPTA	Local	W	250	16,500	120,886	(28,530)	"	"	92,356
106	Veolia	Scot	RPTA	Local	W	250	66,375	486,293	(62,215)	"	"	424,078
17	First	Scot	RPTA	Local	S	52	9,050	53,942	(17,291)	"	"	36,651
50	Veolia	Scot	RPTA	Local	S	52	634	4,648	(1,097)	"	"	3,551
17	First	Scot	RPTA	Local	H	63	10,964	65,353	(20,948)	"	"	44,405
Subtotals							795,587	4,923,488	(888,850)	(361,593)	(76,317)	3,596,728

Note: Phoenix operated service has the PM credit in the CPM and the Fuel Credit will be issued separately.

**SCHEDULE “A” – CONTINUED, REGIONALLY FUNDED FIXED ROUTE BUS
SERVICES**

Fixed Route Service Specifications: A detailed description of CITY and Regionally Funded Transit Services covered by the agreement, including:

- a street by street description of routes;
- times of operations;
- route name and number;
- frequency;
- days of operation;
- first and last trip times;
- connections with other routes;
- timing points;
- boarding and alighting policies;
- estimates of revenue hours and miles weekly; and
hours.

The following routes are funded in whole or in part by the City of Scottsdale and/or RPTA pursuant to this Agreement.

Routes

Routes	Funding	Operated By
50	Phoenix, Scottsdale, RPTA	Phoenix
72	RPTA	Tempe
81	Scottsdale, Tempe, RPTA	Tempe
106	Glendale, Phoenix, Scottsdale, RPTA	Phoenix
511	RPTA	RPTA
514	RPTA	Tempe

SCHEDULE "B" – MEMBER FUNDED FIXED ROUTE BUS SERVICES

For the period July 1, 2013 to June 30, 2014 the City of Scottsdale will pay the Regional Public Transportation Authority **\$919,526.00** for bus service on Route 81 in the City of Scottsdale.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$76,627.17** commencing July 1, 2013 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

**City of Scottsdale Funded Service
Fixed Route Estimate
FY 2014**

Route	Garage	City	Funding	Service Level	Days	Total Miles	Gross Cost	FY 14 Fares	PM	Fuel Credit	Net Cost	
81	Temp	Scot	Scot	Local	W	250	147,684	892,857	(127,516)	(82,949)	(17,507)	664,884
81	Temp	Scot	Scot	Local	S	52	25,282	152,850	(24,351)	(14,200)	(2,997)	111,301
81	Temp	Scot	Scot	Local	H	63	30,630	185,183	(21,008)	(17,204)	(3,631)	143,340
Subtotals						203,597	1,230,890	(172,875)	(114,354)	(24,135)	919,526	

SCHEDULE "C" – DIAL-A-RIDE SERVICES

I. Sources of Project Operating Budget:

FY 2013-2014

For the period July 1, 2013 through June 30, 2014, the City of Scottsdale will pay RPTA an estimated amount of **\$152,000** for provision of Dial A Ride Services. Payments will be made monthly based on total revenue miles traveled by Member and Non-Member residents and other costs, less fare revenue as described below. The cost per revenue mile charged to the Member and other costs are established by the contract between the RPTA and the Service Broker. Member shall pay RPTA in twelve (12) monthly installments of **\$12,666.67, which** shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Expenses for Dial-a-Ride Services under this Agreement are allocated to jurisdictions that are part of the EVDAR System (Member Jurisdictions) based upon the number of vehicle revenue miles (VRM) projected to be provided to the Member Jurisdiction's passengers based on residency status. VRM shall be allocated based upon the actual number of miles utilized in the following manner: If a passenger is a resident of a Member Jurisdiction, the expense for the passenger's transportation (within the EVDAR system) shall be charged to the Member Jurisdiction for which the passenger is a resident regardless of where the trip originated or terminated. If a passenger is a non-resident of the Member Jurisdictions, the expense for the passenger's transportation (within the EVDAR system) shall be allocated to the jurisdiction based on the (VRM) in each Member Jurisdiction; and the non-resident passenger will be transported to the closest transfer location in the City of Phoenix when leaving the EVDAR Service Area.

NOTE: Under the brokerage model, vehicle revenue miles will be the shortest travel distance between the origin and destination as determined by the demand response software. There is no deadhead.

The goal of the Dial-a-Ride (DAR) is to enhance the mobility of senior citizens and persons with disabilities living in the cities and the Towns. The DAR provides a sub-regional Dial-a-Ride program in the Tempe, Mesa, Scottsdale, Chandler and Gilbert that will coordinate with the existing service in Phoenix.

The goal of East Valley Dial-a-Ride (EVDAR) Project is to enhance the mobility of senior citizens and persons with disabilities living in the cities of Chandler, Mesa, Tempe, Scottsdale, the Town of Gilbert and neighboring communities. The project provides a joint Dial-a-Ride program in Chandler, Mesa, Gilbert, Tempe and Scottsdale that will coordinate with the existing service in Phoenix.

SCHEDULE "C" – DIAL A RIDE SERVICES - Continued

The program is designed to meet the performance criteria established by the Federal Transit Administration (FTA) Section 504 Program and the Americans with Disabilities Act (ADA) of 1990. The following is a description of the service:

1. Type of Service:

A reservation based paratransit transportation service with a 45-minute on time window for Non-ADA service at least 95 percent of the time and with a 30 minute on time window for ADA service at least 95 percent of the time. The EVDAR service is provided by a broker that performs 50% of the trips while the remaining 50% are sub-contracted to at least 3 other transportation companies and at least one non-profit. The broker has a fleet of taxi cabs, sedans and other accessible vehicles, the sub-contractors also have cabs, sedans, medical transport and accessible vehicles. The combined fleet is sized to meet all demands of the EVDAR.

2. Eligibility Criteria/Certification:

This service is available for use by persons with disabilities, those who are ADA certified, and by persons aged 65 and older who and reside in the City of Scottsdale. Only those with valid ADA certification or ADA visitors will be eligible to book an ADA trip.

3. Restrictions/Priorities:

Priority will be given to all ADA trips and there will be no restrictions or priorities based on trip purpose for any ADA trips.

4. Fares:

ADA fares shall comply with the adopted RPTA Board Policy and are a flat rate and apply throughout the services area.

Non-ADA fares are based on a zone fare system agreed to by the member agencies of the EVDAR. The first zone will be one dollar (\$1); each additional zone will be 50 cents beginning July 1, 2013. Notwithstanding any provisions of this Agreement, Fares may be amended at any time upon the approval of the RPTA Board of Directors. The map attached in Schedule C outlines the zones in each city and town. Trip miles for a passenger who is not a resident of the

SCHEDULE "C" – DIAL-A-RIDE SERVICES - Continued

participating city will be charged based upon revenue miles traveled within each city's or town's jurisdiction.

5. Days and Hours:

Service hours every day for ADA and Non-ADA service will be from 4:00 a.m. to 1:00 a.m. in Chandler, Gilbert, Mesa, Scottsdale and Tempe. Days and hours of operation may be amended at any time upon mutual agreement among parties to this Agreement.

6. Service area:

The EVDAR Service Area is more fully described Schedule C below. Each community's Service Area may be amended at any time upon agreement among the parties to this Agreement.

7. Transfers:

Transfers to or from the Phoenix dial-a-ride services will be arranged by the originating dial-a-ride and in a way that ensures that the receiving dial-a-ride is open and that the passenger does not wait more than 30 minutes for the transfer vehicle.

8. Complaints:

There is a central (RPTA-based) complaint system and process referred to as the Customer Assistance System (CAS). The broker and sub-contractors, monitored by Valley Metro, will have all complaints entered into CAS. The broker and sub-contractors will respond to the complaints and document resolution in CAS. One of the measures for determining broker incentives is the number of valid complaints per 1,000 trips.

9. Payment to Provider:

The operator will be paid on a monthly fixed fee, cost per revenue mile and a surcharge for every wheelchair boarding of City Residents. All fares will be kept by the operator but remain the property of RPTA and serve to offset expenses.

10. Contract Administration:

RPTA shall serve as Contract Administrator. RPTA Shall:

- Provide regular reports to Funding agencies (cities/town)
- Process, review, validate, and pay contractor invoices
- Process customer complaints
- Assume compliance of the contract and that its operation adheres to state, local, and federal Laws.
- Administer federal, regional, and local project funds
- Market and manage the project.

SCHEDULE "C" – DIAL A RIDE SERVICES - Continued

East Valley Dial-a-Ride

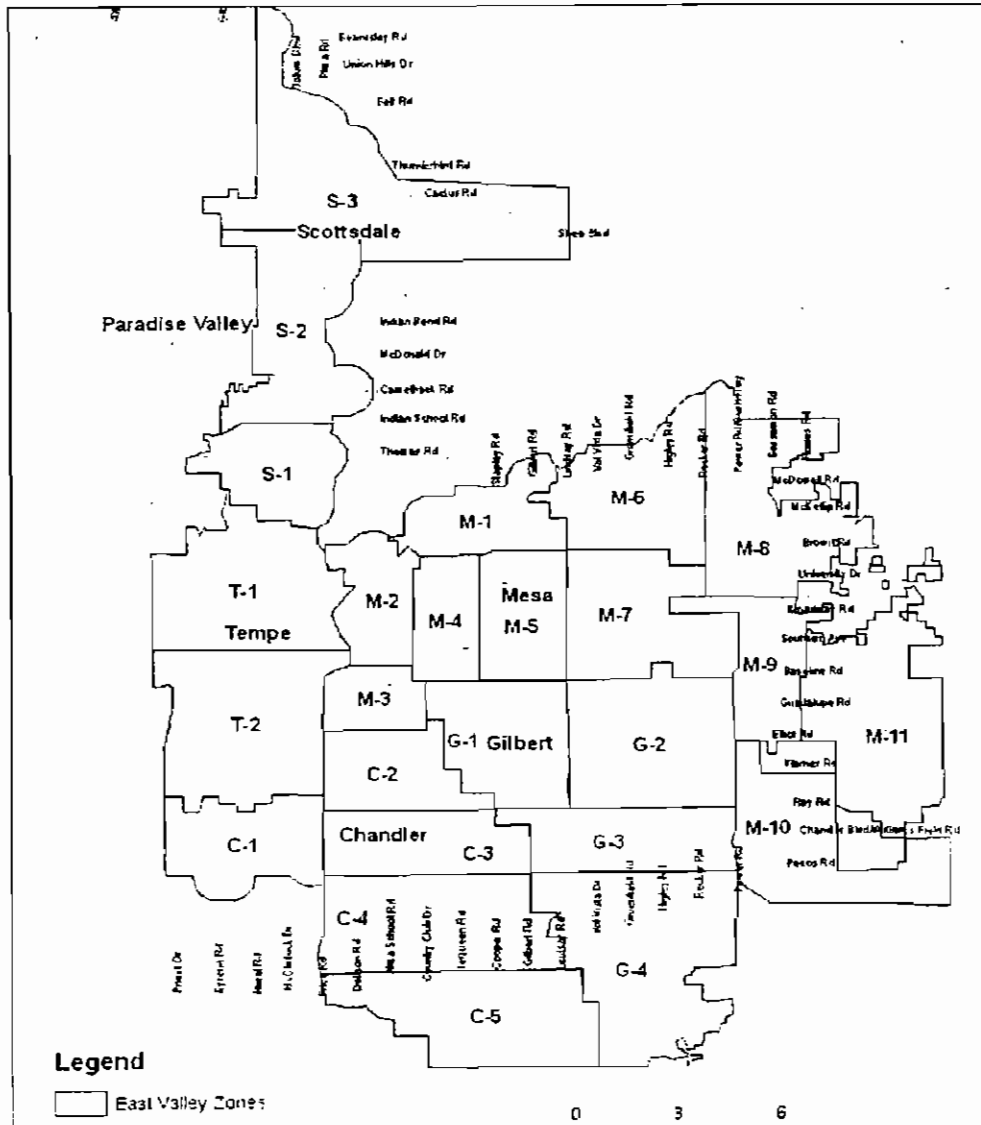
FY14 IGA Service Assumptions based on June Board Action to cap contractor costs at \$7.7M

	Chandler	Gilbert	Mesa	Scottsdale	Tempe	Total
Gross Contractor Cost	1,504,000	1,240,000	3,149,000	1,347,000	1,061,000	8,300,000
Less: Fare Revenue	(109,000)	(90,000)	(228,000)	(97,000)	(77,000)	(600,000)
Net Contractor Cost	1,395,000	1,150,000	2,921,000	1,250,000	984,000	7,700,000
Add: RPTA OHD	44,000	33,000	92,000	39,000	31,000	239,000
Total Program Net Cost	1,439,000	1,183,000	3,013,000	1,289,000	1,015,000	7,939,000
ADA Cost % (includes re-classed non-ADA trips)	92.4%	98.0%	98.0%	88.2%	85.8%	
ADA Costs	1,330,000	1,159,000	2,953,000	1,137,000	871,000	7,450,000
FY14 PTF ADA Allocation	963,000	845,830	2,419,950	1,182,400	916,980	6,328,160
Member City Contributions:						
Non-ADA	109,000	24,000	60,000	152,000	144,000	489,000
ADA	367,000	313,170	533,050	-	-	1,213,220
Total Transit Service Revenue	476,000	337,170	593,050	152,000	144,000	1,702,220

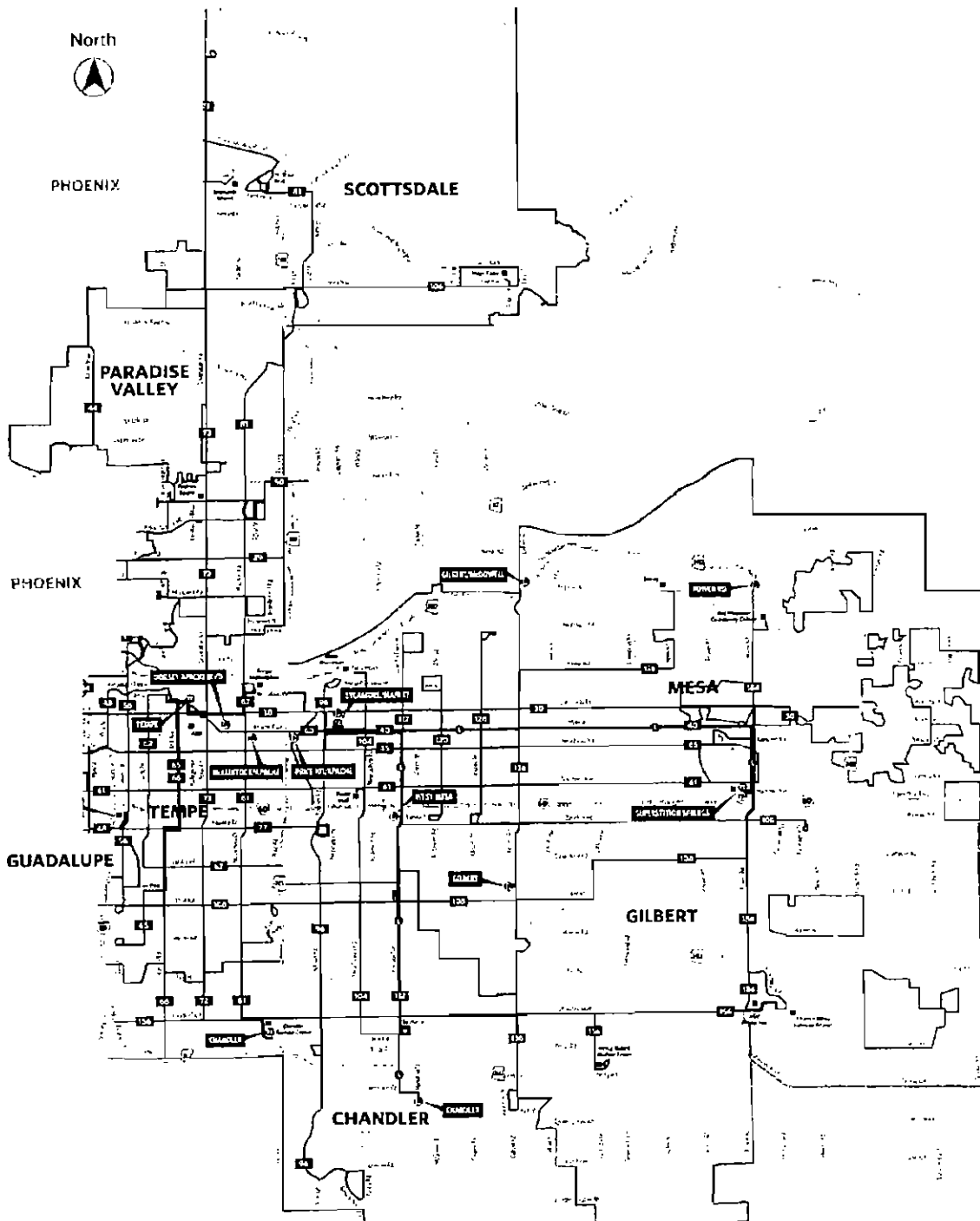
SCHEDULE "C" –DIAL-A-RIDE SERVICES Continued

Dial a Ride Map of Service Areas: The boundaries of the Dial-A-Ride Service Areas are shown below. This service area may be changed with prior written consent of the RPTA and the CITY. The transit services specified in Schedule C shall be operated during the term of this Agreement.

East Valley Zones by City



SCHEDULE "C" – DIAL A RIDE SERVICES - Continued



SCHEDULE "D" – INTENTIONALLY LEFT BLANK

**SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUND (PTF)**

For the period July 1, 2013 to June 30, 2014 the maximum amount of Public Transportation Funds (PTF) available for the City of Scottsdale is **\$1,182,400.00**. 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: **\$1,182,400.00**

SCHEDULE "F" – INTENTIONALLY LEFT BLANK

**SCHEDULE "G" – FEDERAL TRANSIT ADMINISTRATION
NEW FREEDOM FUNDING**

RPTA has applied and received approval notice for New Freedom grant funding to help support specific transportation services in member jurisdiction serving people with disabilities beyond the requirements of the Americans with Disabilities Act. The funding provides support for affordable transportation options in member jurisdiction to augment traditional paratransit service.

All New Freedom grant monies must be used exactly as described in the approved grant applications. New Freedom grants are identified by the calendar year in which they are submitted and approved. New Freedom funded projects allow for expenses to be incurred following approval notice by the designated grant recipient, Phoenix; however, reimbursements will not be processed until final award by the Federal Transit Administration (FTA) and execution of an IGA between the designated grant recipient and RPTA. Any unused New Freedom grant money designated for Member will be made available to Member for the following fiscal year(s) and can be used up to 30 months following the actual FTA award date. If Member is unable to use the New Freedom funds within the FTA allowable amount of time or chooses not to use the New Freedom funds for any reason, RPTA will advise the designated grant recipient which will either reallocate the funds to another approved project or add the unused funds to its next year's grant process.

Member will:

- Provide or contract for the service as described in each of the approved grant-funded projects listed in the attached chart.
- Provide RPTA with quarterly and annual milestone report information (if RPTA is not providing such service directly).
- Provide RPTA with appropriate invoice and documentation for the reimbursement requests (if RPTA is not providing such service directly).

**SCHEDULE "G" – FEDERAL TRANSIT ADMINISTRATION
NEW FREEDOM FUNDING Cont.**

RPTA will:

Request reimbursement from the grant recipient for Member's New Freedom-funded projects. Upon receipt of funds from the designated grant recipient, remit City such funds or credit such funding to City.

Example Only

NEW FREEDOM GRANT FUNDS

Scottsdale Grant Funding

Grant Year	Project Title	Grant Number	Grant Amount	Federal Percent	Local Share	Local Percent
2010	Alternative Transportation	AZ-57-X012	\$80,000	50.0%	\$80,000	50.0%
2012	Alternative Transportation	AZ-57-X013	\$120,000	50.0%	\$120,000	50.0%
Total			\$200,000	50.0%	\$200,000	50.0%

ATTACHMENT "A" – PTF EXPENSE REIMBURSEMENT REQUEST

**Regional Public Transportation Authority
PTF Expenditure Reimbursement Request**

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$ <input type="text"/>
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

Date request received:	<i>For RPTA use only</i> Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer

Attachment 3: IGA 213-047-COS Work Program and Financial Summary

Fixed Route Service

The following table shows the fixed routes operated in Scottsdale by funding source.

Table 1: Fixed and Express Bus Routes in Scottsdale, by Funding Source and Service Provider

Service Provided by City of Phoenix, Funded by City of Scottsdale	Service Provided by Valley Metro/ RPTA, Funded by City of Scottsdale	Service Provided by Valley Metro/RPTA, Funded by P400
17 - McDowell Rd. (Phoenix) 29 - Thomas Rd. (Phoenix) 41 - Indian School Rd. (Phoenix) 50 - Camelback Rd. (Phoenix) 106 - Shea Blvd. 154 - Greenway Rd. 170 - Bell Ave.	81 - Hayden Rd. (small portion)	72 - Scottsdale Rd. 50 - Camelback Rd. 81 - Hayden Rd. 106 - Shea Blvd. 511 - Tempe-Airpark Express 514 - Fountain Hills to Downtown Phoenix Express

Performance measurement details for the Fixed and Express routes are shown in Table 2. The estimates shown are based on ridership information available and contract estimates. In fiscal year 2013 and 2014 the ratio of fares to operating costs is estimated to increase based on an increase in the fares initiated in the last quarter, March 2013. Ridership continues to grow slowly at approximately three percent a year on Scottsdale's Routes, though not as dramatically as the entire Valley Metro system which has been growing monthly at 5 to 10 percent over the past two years.

**Table 2: Scottsdale Purchased Five Year Service Cost and Performance Summary,
Fiscal Year (FY) 2010-14**

<i>PURCHASED TRANSIT SERVICE¹</i>	<i>FY 10</i>	<i>FY 11</i>	<i>FY 12</i>	<i>FY 13</i>	<i>FY 14²</i>
Phoenix Contract	\$1,901,570	\$1,920,648	\$2,143,512	\$1,682,609	\$1,826,021
RPTA/Tempe contract	\$3,661,644	\$1,739,608	\$1,094,412	\$924,747	\$919,526
Proposition 400 Covered Service	\$3,214,686	\$4,078,300	\$4,034,150	\$3,514,940	\$3,596,728
TOTAL FIXED ROUTE COST	\$8,777,900	\$7,738,556	\$7,272,074	\$6,122,296	\$6,342,275
Revenue Miles	1,683,281	1,571,899	1,325,428	1,320,131	1,348,064
Boardings	1,699,402	1,424,148	1,525,354	1,571,115	1,618,248
Boardings per Mile	1.01	0.91	1.15	1.19	1.20
Fare Revenue	\$1,567,466	\$1,571,610	\$1,521,467	\$1,474,336	\$1,571,539
Cost per Mile	\$5.21	\$4.92	\$5.49	\$4.64	\$4.70
Cost per Boarding	\$5.17	\$5.43	\$4.77	\$3.90	\$3.92
Fare Recovery Ratio ³	17.9%	20.3%	20.9%	24.1%	24.8%

TABLE NOTES: 1)Trolley Circulator service and boardings not included, service costs are net of fares; 2) estimated boardings based on 0.03 percent increase over previous year; 3) fare recovery ratio expressed as a percent of gross operating cost.

East Valley Dial a Ride Service

Fiscal year 2013 is the first year a new service delivery model was implemented. The East Valley communities moved away from using larger publically financed vehicles to a taxi system using vehicles privately financed by the taxi companies, coupled with a broker that operates a call center, schedules all trips, and provides 75 percent of the trips themselves. The additional 25 percent of the trips are provided by other private transit operators and social service agencies under contract with the broker. When needed, wheelchair lift/ramp equipped vehicles are utilized to transport clients, otherwise the majority of the vehicles being used are fuel efficient Toyota Prius models.

The first year of the pilot program worked very well and provided a higher level of service quality to customers at a much lower cost than the previous system. This is demonstrated in Table 3 below by the cost per trip in fiscal year 2012 versus 2013 and 2014. Cost and performance measurements for EVDAR are summarized in Table 3 below.

Table 3: Scottsdale EVDAR Five Year Service Costs and Performance, Fiscal Years (FY) 2010 to 2014

<i>Cost and Performance Measures</i>	<i>FY 10</i>	<i>FY 11</i>	<i>FY 12</i>	<i>FY 13 (Estimate)</i>	<i>FY 14 (Estimate)</i>
Total Program cost	\$1,916,641	\$1,674,763	\$1,807,550	\$1,174,684	\$1,289,000
PTF/Prop 400 funded service	\$1,293,891	\$1,008,700	\$1,089,897	\$807,417	\$916,980
City Budget Funded	\$622,750	\$666,063	\$717,653	\$277,821	\$152,000
Fares	\$68,225	\$73,652	\$92,549	\$89,477	\$97,000
Boardings	47,768	43,860	42,308	39,653	44,521
Farebox Ratio	4%	4%	5%	8%	8%
Cost per Boarding	\$40.12	\$38.18	\$42.72	\$29.62	\$28.95

New Freedom Grants

For many years RPTA has applied for, and has received, New Freedom grant funding on behalf of local communities. Scottsdale’s share is applied to the Neighborhood Trolley Route. The amount of grant funds received by the City is listed in Table 4. Approval of this IGA gives permission for Scottsdale to claim reimbursement of route costs from Grant AZ-57-X016 in FY 14.

Table S. New Freedom Grant Funds Awarded and Received

<i>Grant</i>	<i>Funding Year</i>	<i>Local Match</i>	<i>Grant Award</i>	<i>Amount Received</i>	<i>FY Received</i>
AZ-57-X001	2007	50%	\$100,000	\$52,841	2008
				\$47,159	2009
AZ-57-X008	2008	50%	\$50,000	\$50,000	2010
AZ-57-X009	2009	50%	\$100,000	\$100,000	2011
AZ-57-X012	2010	50%	\$80,000	\$80,000	2013
AZ-57-X013	2011	50%	\$120,000	\$120,000	2013
AZ-57-X016	2012	50%	\$100,000	\$100,000	2014
Total			\$550,000	\$550,000	