

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TEMPE AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Regarding Transit Service Agreement with RPTA
CONTRACT # 169-31-2014

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2013 by and between the City of Tempe, 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, Member desires RPTA to provide local and sub-regional fixed route bus service.

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 Tempe, 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 6 hereof.

“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: terrorism, earthquakes, fires, floods, tornadoes, wars, or similar accidents, disputes or similar events.

SECTION 2. 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 Proposition 400 Public Transportation Funds (PTF.) which are appropriated for use by the RPTA Board of Directors.

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

SECTION 3. RPTA'S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder, RPTA, shall:
- a. Negotiate and coordinate the implementation of operating agreements;
 - b. Provide Fixed Route Bus service, 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 regional marketing and merchandising of regional services; in coordination with Member's local marketing and merchandising of local service and projects;

- d. Draft and secure RPTA Board approval for annual operating budget;
- 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 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 partner with the Member to plan for, develop, contract for, monitor, and adjust service;
- J. Provide complaint resolution process;
- k. Recommend service specifications in consultation with the Member;
- l. Provide monthly reports on ridership, revenue collected, and applicable performance standards;

3.2 RPTA will use its best efforts to provide a financial reconciliation within 30 calendar days of the end of each quarter for informational purposes. A reconciliation of all costs of service (including any administrative fees) shall be conducted after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation within 60 calendar days after the end of the fiscal year. If it is found that Member has paid more than its share of the costs of service, RPTA shall credit such overpayment to Member on its next invoice or refund the money

to the Member at the Member's choice. Conversely, if Member has under paid its share of the costs of services, RPTA shall invoice the underpayment to Member. Member shall pay all invoices submitted by RPTA to Member within 30 days.

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

3.4 The RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website www.valleymetro.org or within its extra-net site.

Fixed route bus reports shall collect the following monthly performance statistics for the Member – all statistics will be report by route except fuel efficiency and vehicles operated per day:

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*;

Fuel Efficiency by Fleet Type

Wheelchair lift/ramp Breakdowns;

Accidents;

Vehicle Accidents;

Passenger Accidents;

Passenger Security Incidents;

Total and Validated Customer Complaints and Compliments

Crimes reported; and

Vehicles Operated per day.

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

3.6 RPTA shall notify Member of authenticated operations incidents/accidents as defined per the Federal Motor Carrier Safety Regulations, Part 390.5.

SECTION 4. CITY'S OBLIGATIONS:

4.1 With respect to the services provided hereunder:

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.

- b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to monitor and generally administer the service in City.
- c. Member shall provide for local complaint resolution with citizens of the Member;
- d. At Member's election, become member of and participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
- e. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes to the extent that such measures would comport with best traffic engineering practices;
- f. The Member may purchase and install bus stop signs and associated amenities;
- g. The Member shall provide direction to and partner with the RPTA in the preparation and amendment of service plans and levels (i.e. Frequency, hours, etc.) for member funded service;
- h. The Member shall determine brand identity and associated names and graphics for the following Member funded programs and services: Tempe in Motion (TIM), Orbit, and FLASH. The Member will independently market and promote such Member services and events.
- i. The Member shall have the right to establish fares for ORBIT, FLASH and any other Tempe service operated solely within the Tempe service area.
- j. Member shall have the final authority on the level of service and all related items set forth or to be set forth in Schedule B.

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement

prior to the expiration of the term of the existing Agreement, the Member shall make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 2 of this agreement.

4.4 Provide a written ninety (90) calendar day notice for major service changes.

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

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is three (3) years which begins on July 1, 2013 and, unless sooner terminated under any provision of this Agreement, ends on June 30, 2016. 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 6. EFFECTIVE DATE

This effective date of this Agreement is July 1, 2013.

SECTION 7. 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. 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, not considering any state or federal funding.

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

SECTION 8. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 9. 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 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of Member, its officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), RPTA shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property 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 Indemnitee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, 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 all primary loss investigation, defense and judgment costs.

SECTION 11. INSURANCE REQUIREMENTS

11.1. RPTA, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. RPTA is responsible for paying any deductibles or self-insured retentions and they shall be disclosed on the certificates of insurance. These deductibles or self-insured retentions shall not be applicable with respects to coverage afforded to the City of Tempe under these policies.

11.2. All coverage shall be evidenced on a certificate of insurance provided to the City of Tempe prior to commencement of this contract. The City of Tempe shall be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and shall provide a waiver of subrogation against the City of Tempe. Failure of the City of Tempe to demand such certificates or other evidence of full compliance with these insurance requirements of failure of the City of Tempe to identify

a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

11.3. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least 30 days prior written notice is provided to the City of Tempe.

11.4. RPTA's insurance shall be primary insurance to the City, and any insurance or self -insurance maintained by the City shall not contribute to it.

11.5 The agreement shall specify that all contractors and subcontractors of every tier that are to be involved in this agreement shall either be covered by RPTA's insurance policies or RPTA must obtain evidence of insurance from each subcontractor at the same minimum limits and coverages as requested by the City of Tempe of RPTA.

11.6. Commercial General Liability – RPTA shall maintain in force the following minimum commercial general liability insurance; \$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury, death and property damage, personal and advertising injury, and products/completed operations.

11.7. Commercial Automobile Liability – RPTA shall maintain the following minimum business auto liability insurance limits; \$1,000,000 combined single limit per accident. Coverage shall be for “any auto”, which includes all owned autos, hired and leased autos, and non-owned autos.

11.8. Commercial Auto Physical Damage Coverage - RPTA shall insure the City of Tempe buses and vehicles in their care, custody and control against risks of direct physical loss or damage, including comprehensive coverage and collision. Coverage shall include temporary replacement vehicle expenses, temporary transportation rental expenses and towing, storage and debris removal expenses. Recovery shall be on an actual cash value basis. RPTA shall be responsible for any deductibles or self-insured retentions.

11.9. Workers' Compensation and Employers' Liability Insurance – RPTA shall maintain the following minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and, employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

11.10. Excess Liability Insurance Requirements – RPTA shall maintain the following minimum limits of excess liability limits over the commercial general liability limits, auto liability limits and employers' liability limits; \$10,000,000 per occurrence with a \$10,000,000 aggregate.

SECTION 12. 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 13. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved to the satisfaction of both parties, the dispute shall be presented to the RPTA Board of Directors for resolution. If not resolved at this level to the satisfaction of both parties, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

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 or by 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:

Greg Jordan

Deputy Public Works Director

200 E. 5th Street

Tempe, Arizona 85280

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, if mailed, five (5) business days after the notice is deposited in the United States mail as 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, 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 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 agreements entered into prior hereto 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. RELATED AGREEMENTS

This Agreement, is one of four (4) agreements incorporated as an integral part of the Intergovernmental Agreement between the City of Tempe and the Regional Public Transportation Authority Regarding the Tempe Bus Operations “Scout Program.”

SECTION 25. 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 26. 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 27. 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.

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SECTION 28.

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 complying 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 29. COMPLIANCE WITH THE E-VERIFY PROGRAM

29.1 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).

29.2 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.

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

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

29.5 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).

29.6 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 30. 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 that certain 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 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA’s adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

- Schedule “A” Regionally Funded Fixed Route Bus Service (RPTA Funded)
- Schedule “B” Member Funded Fixed Route Bus Services
- Schedule “C” Intentionally left blank
- Schedule “D” Intentionally left blank
- Schedule “E” Intentionally left blank
- Schedule “F” Intentionally left blank
- Schedule “G” Intentionally left blank

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 TEMPE

Mark W. Mitchell, Mayor

By: _____

By: _____

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

By: _____

Judith R. Bauman, City Attorney

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Exhibit A

SPECIFICATIONS FOR PROPOSTION 400 AND LOCALLY FUNDED SERVICE BUS SERVICE

Fixed Route Service Specifications: A general description of Regionally and Locally Funded Transit Services covered by the agreement is as follows:

MODE-ROUTE	Service Area	WEEKDAY			SATURDAY		SUNDAY	
		Span of Service	Freq. (Peak)	Freq. (Off-Peak)	Span of Service	Freq.	Span of Service	Freq.
LOCAL BUS ROUTES								
Route 30	University	5am - 12:30am	30	30	5am - 12:30am	30	5am - 10:00pm	60
Route 40*	Apache	5am - 12:30am	30	30	5am - 12:30am	30	5am - 10:00pm	60
Route 45	Broadway	5am - 12:30am	15	30	5am - 12:30am	30	5am - 10:00pm	30
Route 61	Southern	5am - 12:30am	15	30	5am - 12:30am	30	5am - 10:00pm	30
Route 48	48th-52nd-Rio Salado	5am - 12:30am	30	30	5am - 12:30am	30	5am - 10:00pm	30
Route 56	Priest	5am - 12:30am	15	30	5am - 12:30am	30	5am - 10:00pm	30
Route 62	Guadalupe-Hardy	5am - 12:30am	30	30	5am - 12:30am	30	5am - 10:00pm	30
Route 65	Hardy-Kyrene-Mill	5am - 12:30am	30	30-60	5am - 12:30am	60	5am - 10:00pm	60
Route 66	Kyrene-Mill	5am - 12:30am	30	30-60	5am - 12:30am	60	5am - 10:00pm	60
Route 72	Rural-Scottsdale	5am - 12:30am	20	20-30	5am - 12:30am	30	5am - 10:00pm	30
Route 77	Baseline	5am - 12:30am	30	30	5am - 12:30am	30	5am - 10:00pm	30
Route 81	McClintock	5am - 12:30am	15	30	5am - 12:30am	60	5am - 10:00pm	60
Route 108	Elliot	5am - 12:30am	30	30	5am - 12:30am	60	5am - 10:00pm	60
EXPRESS BUS ROUTES								
Exp 511	Scottsdale-Tempe	4 trips a.m. / 4 trips p.m.		No service	No service	No service		
Exp 520	Tempe-Phoenix	2 trips a.m. / 2 trips p.m.		No service	No service	No service		
Exp 521	Tempe-Phoenix	4 trips a.m. / 4 trips p.m.		No service	No service	No service		
Exp 540	Tempe-Phoenix	4 trips a.m. / 4 trips p.m.		No service	No service	No service		
URBAN CIRCULATORS								
FLASH	Downtown Tempe-ASU	6am - 1am	10	15	No service		No service	
NEIGHBORHOOD CIRCULATORS								
Orbit Earth**	North Tempe	6am - 11pm	15	15-30	8am - 11pm	15	8am - 7pm	30
Orbit Jupiter	Central Tempe	6am - 10pm	15	15	8am - 10pm	15	8am - 7pm	30
Orbit Mars	Central-East Tempe	6am - 10pm	15	15	8am - 10pm	15	8am - 7pm	30
Orbit Mercury	Central-East Tempe	6am - 10pm	10	15	8am - 10pm	15	8am - 7pm	30
Orbit Venus	Central-West Tempe	6am - 10pm	15	15	8am - 10pm	15	8am - 7pm	30
RAIL								
Light Rail	Mesa-Tempe-Phoenix	5am - 12:30am (Fri to 2am)	12	20	5am - 3am	15-20	5am - 11am	20

Notes:

* The Route 40 - Apache was approved for elimination in Tempe effective July 23, 2011; a small segment was kept in place between the Mesa border and the Apache-Price LRT Station as a Title VI mitigation.

** Orbit Earth operates a 30 minute frequency beginning at 9 p.m. (M-Sa) as a method to extend service to 11 p.m. This was done to compensate for the loss of the Route 66 (College/Mill) in north Tempe in 2010.

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$3,162,102** (including express)

The above line represents the value of transit service paid for by Proposition 400 funds to the benefit of the City of Tempe
 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 Tempe													
Fixed Route Estimate													
FY 2014													
Route	Garage	City	Funding	Service	Level	Days	Total Miles	Gross Cost	FY 14 Fares	PM	Fuel Credit	Net Cost	
40	Mesa	Temp	RPTA	Local	W	250	7,933	48,458	(19,680)	(4,550)	(959)	23,269	
61	Mesa	Temp	RPTA	Local	W	250	144,931	885,302	(389,952)	(83,128)	(17,524)	394,697	
72	Temp	Temp	RPTA	Local	W	250	278,013	1,698,229	(639,990)	(159,461)	(33,616)	865,163	
77	Temp	Temp	RPTA	Local	W	250	116,889	714,010	(332,794)	(67,044)	(14,134)	300,038	
81	Temp	Temp	RPTA	Local	W	250	77,625	474,168	(116,555)	(44,524)	(9,386)	303,704	
511	Mesa	Temp	RPTA	Express	W	250	7,733	48,600	(2,718)	(4,435)	(935)	40,512	
520	Temp	Temp	RPTA	Express	W	250	8,865	55,711	(19,906)	(5,084)	(1,072)	29,649	
521	Temp	Temp	RPTA	Express	W	250	14,976	94,120	(36,280)	(8,590)	(1,811)	47,439	
522	Temp	Temp	RPTA	Express	W	250	15,973	100,382	-	(9,161)	(1,931)	89,290	
531	Mesa	Temp	RPTA	Express	W	250	21,887	137,550	-	(12,554)	(2,646)	122,350	
533	Mesa	Temp	RPTA	Express	W	250	21,887	137,550	-	(12,554)	(2,646)	122,350	
535	Mesa	Temp	RPTA	Express	W	250	9,976	62,698	-	(5,722)	(1,206)	55,769	
541	Mesa	Temp	RPTA	Express	W	250	14,591	91,700	-	(8,369)	(1,764)	81,567	
542	Mesa	Temp	RPTA	Express	W	250	10,925	68,660	-	(6,266)	(1,321)	61,073	
40	Mesa	Temp	RPTA	Local	S	52	1,616	9,873	(5,035)	(927)	(195)	3,715	
61	Mesa	Temp	RPTA	Local	S	52	22,996	140,470	(44,491)	(13,190)	(2,781)	80,008	
72	Temp	Temp	RPTA	Local	S	52	42,828	261,614	(90,659)	(24,565)	(5,179)	141,212	
77	Temp	Temp	RPTA	Local	S	52	20,909	127,723	(39,684)	(11,993)	(2,528)	73,518	
40	Mesa	Temp	RPTA	Local	H	63	1,958	11,961	(4,726)	(1,123)	(237)	5,875	
61	Mesa	Temp	RPTA	Local	H	63	23,137	141,329	(37,389)	(13,271)	(2,798)	87,872	
72	Temp	Temp	RPTA	Local	H	63	40,606	248,041	(77,801)	(23,291)	(4,910)	142,040	
77	Temp	Temp	RPTA	Local	H	63	23,033	140,698	(33,708)	(13,211)	(2,785)	90,993	
							Subtotals	929,286	5,698,848	(1,891,368)	(533,014)	(112,364)	
												3,162,102	

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2013 to June 30, 2014 the City of Tempe will pay the Regional Public Transportation Authority **\$14,552,247** for bus service on Routes in Tempe.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$1,212,687.25** commencing July 1, 2013 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

City of Tempe 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
30	Mesa	Temp	Temp	Local	W	250	113,236	691,696	(231,432)	(64,949)	(13,692)	381,623
45	Mesa	Temp	Temp	Local	W	250	130,100	794,708	(334,845)	(74,622)	(15,731)	369,510
48	Temp	Temp	Temp	Local	W	250	136,562	834,183	(202,964)	(78,328)	(16,512)	536,378
56	Temp	Temp	Temp	Local	W	250	174,278	1,064,568	(420,808)	(99,961)	(21,073)	522,726
62	Temp	Temp	Temp	Local	W	250	236,330	1,443,610	(327,745)	(135,553)	(28,576)	951,736
65	Temp	Temp	Temp	Local	W	250	146,438	894,509	(277,145)	(83,993)	(17,706)	515,664
66	Temp	Temp	Temp	Local	W	250	127,341	777,857	(244,563)	(73,040)	(15,397)	444,857
81	Temp	Temp	Temp	Local	W	250	231,125	1,411,817	(347,038)	(132,567)	(27,946)	904,265
108	Temp	Temp	Temp	Local	W	250	92,229	563,373	(65,074)	(52,900)	(11,152)	434,248
Earth	Temp	Temp	Temp	Circulator	W	250	264,323	1,560,542	-	(151,608)		1,408,934
FLASH	Temp	Temp	Temp	Circulator	W	250	128,288	757,406	-	(73,583)		683,823
Jupiter	Temp	Temp	Temp	Circulator	W	250	185,008	1,092,275	-	(106,116)		986,159
Mars	Temp	Temp	Temp	Circulator	W	250	200,149	1,181,668	-	(114,800)		1,066,867
Mercury	Temp	Temp	Temp	Circulator	W	250	208,175	1,229,051	-	(119,404)		1,109,648
Venus	Temp	Temp	Temp	Circulator	W	250	182,640	1,078,294	-	(104,757)		973,537

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

30	Mesa	Temp	Temp	Local	S	52	22,723	138,802	(23,267)	(13,033)	(2,748)	99,754	
45	Mesa	Temp	Temp	Local	S	52	20,468	125,026	(27,522)	(11,740)	(2,475)	83,289	
48	Temp	Temp	Temp	Local	S	52	32,471	198,348	(36,010)	(18,625)	(3,926)	139,788	
56	Temp	Temp	Temp	Local	S	52	27,194	166,114	(57,626)	(15,598)	(3,288)	89,603	
62	Temp	Temp	Temp	Local	S	52	49,319	301,262	(46,201)	(28,288)	(5,963)	220,810	
65	Temp	Temp	Temp	Local	S	52	17,917	109,446	(28,596)	(10,277)	(2,166)	68,407	
66	Temp	Temp	Temp	Local	S	52	15,799	96,510	(24,135)	(9,062)	(1,910)	61,402	
81	Temp	Temp	Temp	Local	S	52	20,511	125,292	(37,836)	(11,765)	(2,480)	73,211	
108	Temp	Temp	Temp	Local	S	52	9,145	55,861	(5,086)	(5,245)	(1,106)	44,424	
Earth	Temp	Temp	Temp	Circulator	S	52	48,212	284,643	-	(27,653)		256,990	
Jupiter	Temp	Temp	Temp	Circulator	S	52	33,968	200,542	-	(19,483)		181,059	
Mars	Temp	Temp	Temp	Circulator	S	52	36,471	215,320	-	(20,919)		194,401	
Mercury	Temp	Temp	Temp	Circulator	S	52	27,676	163,395	-	(15,874)		147,521	
Venus	Temp	Temp	Temp	Circulator	S	52	33,240	196,250	-	(19,066)		177,184	
30	Mesa	Temp	Temp	Local	H	63	11,947	72,975	(10,179)	(6,852)	(1,445)	54,499	
45	Mesa	Temp	Temp	Local	H	63	21,017	128,379	(25,955)	(12,055)	(2,541)	87,828	
48	Temp	Temp	Temp	Local	H	63	35,474	216,688	(28,625)	(20,347)	(4,289)	163,427	
56	Temp	Temp	Temp	Local	H	63	29,377	179,449	(48,202)	(16,850)	(3,552)	110,845	
62	Temp	Temp	Temp	Local	H	63	52,869	322,947	(41,646)	(30,324)	(6,393)	244,584	
65	Temp	Temp	Temp	Local	H	63	19,537	119,338	(19,925)	(11,206)	(2,362)	85,845	
66	Temp	Temp	Temp	Local	H	63	17,223	105,205	(25,746)	(9,879)	(2,082)	67,498	
81	Temp	Temp	Temp	Local	H	63	22,223	135,751	(30,474)	(12,747)	(2,687)	89,842	
108	Temp	Temp	Temp	Local	H	63	10,186	62,219	(7,412)	(5,842)	(1,232)	47,733	
Earth	Temp	Temp	Temp	Circulator	H	63	23,569	139,152	-	(13,519)		125,634	
Jupiter	Temp	Temp	Temp	Circulator	H	63	16,755	98,919	-	(9,610)		89,309	
Mars	Temp	Temp	Temp	Circulator	H	63	17,975	106,122	-	(10,310)		95,812	
Mercury	Temp	Temp	Temp	Circulator	H	63	13,771	81,305	-	(7,899)		73,406	
Venus	Temp	Temp	Temp	Circulator	H	63	16,540	97,653	-	(9,487)		88,166	
							Subtotals	3,259,798	19,618,471	(2,976,058)	(1,869,734)	(220,431)	14,552,247