

RESOLUTION NO. 2014-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO TRANSIT SERVICES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Intergovernmental Agreement with the Regional Public Transportation Authority relating to transit services (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

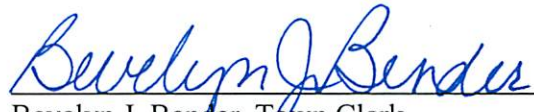
SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 19, 2014.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Kenneth W. Buchanan, Town Manager


Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2014-32

[Agreement]

See following pages.

TRANSIT SERVICES AGREEMENT
BETWEEN THE TOWN OF FOUNTAIN HILLS (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Contract # 124-75-2015

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2014 by and between the Town of Fountain Hills, a Arizona municipal corporation (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 statutory authority to provide transit services and 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,

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 Town of Fountain Hills, Arizona municipal corporation and a community within the service area of the Regional Public Transportation Authority (RPTA).

“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: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

SECTION 2. SCOPE OF AGREEMENT

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

The Ride Choice Program (Schedule D): Ride Choice is a program which provides subsidized taxicab services to Fountain Hills residents who have qualifying disabilities and/or who are 65 years of age or more. Each qualifying resident will receive up to \$100.00 of taxicab service per month. The rider will pay 25% of the cost, and the Town will pay the remaining 75%.

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.

SECTION 3. RPTA'S OBLIGATIONS:

3.1 With respect to the services provided hereunder, RPTA, shall:

- a. 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;
- b. Draft and secure approval for annual operating budgets;
- c. Intentionally deleted;
- d. Administer the RideChoice Program.
- e. Select, oversee and manage the RideChoice contractor and any subcontractors utilized for this program.

- f. Create marketing materials, including brochures, applications and other documents intended to inform the public about the RideChoice program.
- g. Accept applications for RideChoice service and make determinations of eligibility based on guidelines agreed to by the parties.
- h. Forward information for eligible riders to the RideChoice contractor, who will be responsible for enrolling the rider in the program, for providing the fare card and for providing customer service and support to the rider as he/she uses the RideChoice program.
- i. Providing monthly reports and invoices to the Town.
- j. Managing the budget which the Town has established for the RideChoice program.

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

3.3 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.

SECTION 4. TOWN'S OBLIGATIONS:

4.1 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, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
- b. Intentionally deleted;
- c. The Member may purchase and install bus stop signs and associated amenities;
- d. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

- e. Collaborate with Valley Metro on eligibility guidelines for the RideChoice program.
- f. Assist Valley metro with marketing and outreach as necessary.
- g. Establish and communicate the annual budget for the program.

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

4.3 Transit Life Cycle Program: Intentionally deleted.

SECTION 5. TERM OF AGREEMENT

This Agreement shall be operative for an indefinite term to be amended on an annual basis as service needs and as Public Transportation Fund (PTF) reimbursements are agreed. 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 Agreement shall take effect only 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.

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 and RPTA 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 Town 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 to the other Party. 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, 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 "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: (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, arising out of or in any way connected with the performance of this Agreement.

SECTION 11. 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 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, the dispute shall be presented to the RPTA Board of Directors for resolution. If not resolved at this level, 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, 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:

Town of Fountain Hills

Attn: Kenneth W. Buchanan, Town Manager

16705 East Avenue of the Fountains

Fountain Hills, Arizona 85268

with copy to:

Gust Rosenfeld, PLC

Attn: Andrew J. McGuire

One East Washington Street, Suite 1600

Phoenix, Arizona 85004

Notice shall be deemed received at the time it is personally served or, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) 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 or the person designated to receive notice by notifying the other Party as provided in this Section.

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, together with the exhibits, instruments and other documents required to be executed and delivered in connection hereto 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. Intentionally deleted.

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.

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.

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 Contract or subcontract 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. SUBJECT TO APPROPRIATIONS

The Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds

to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement ~~in any~~ budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep RPTA informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. RPTA hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

SECTION 32. 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.

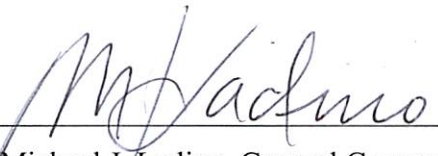
Schedule "A"	Intentionally left blank
Schedule "B"	Intentionally left blank
Schedule "C"	Intentionally left blank
Schedule "D"	Ride Choice
Schedule "E"	Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule "F"	Intentionally left blank
Schedule "G"	Intentionally left blank

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: 
Stephen R. Banta, Chief Executive Officer

APPROVED AS TO FORM:

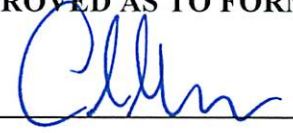
By: 
Michael J. Ladino, General Counsel

TOWN OF FOUNTAIN HILLS (MEMBER)

By: 
Linda M. Kavanagh, Mayor,

By: 
Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:

By: 
Andrew J. McGuire, Town Attorney

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SCHEDULE "B" INTENTIONALLY LEFT BLANK

SCHEDULE "C" INTENTIONALLY LEFT BLANK

SCHEDULE “D” – RIDE CHOICE

The Town of Fountain Hills agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2014-2015. The Town of Fountain Hills shall fund this project in the amount of \$28,930.00 for the period July 1, 2014 to June 30, 2015. The Town of Fountain Hills will pay the RPTA for the project in twelve (12) monthly installments of \$2,410.83. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Regional Public Transportation Authority

RideChoice Program

Town of Fountain Hills

Fiscal Year 2014 - 2015

Funding:

PTF ADA Funds	\$36,400
Coupon Revenue	13,440
City Contributions	28,930
Total Funding	\$78,770

Expenditures:

Payments to Taxi Cab Companies	\$57,670
Dialysis Voucher Program	0
Program Cost	\$57,670
Agency Staff, Overhead, Program Mgmt.	16,100
One Time Setup Fee	5,000
Total Expenditures	\$78,770

SCHEDULE “D” – RIDE CHOICE Cont.

RIDECHOICE PROGRAM

RideChoice is the name of the program that includes the RideChoice Medical Trip Card and the RideChoice Fare Card. RPTA shall provide the services required to administer, market and manage the Ride Choice program. The participating City will pay for costs of these Alternative Transportation Services Programs.

RIDECHOICE MEDICAL TRIP CARD – Intentional deleted.

RIDECHOICE FARE CARD

The RideChoice Fare Card program is available to seniors and individuals with disabilities who reside in the cities of Mesa, Chandler and Tempe and the Town of Fountain Hills. Any value up to a maximum of \$100 per month may be purchased/added to a customer's card.

How it Works

- Individuals must complete a RideChoice application which is intended to gather information needed to verify the individual's eligibility for RideChoice.
- Upon receipt of a completed application, Valley Metro staff will review the application and make a determination of eligibility.
- Once an individual is deemed eligible, Valley Metro will forward the individual's name, address and other required information to the RideChoice contractor. The RideChoice contractor will create an electronic account for the new RideChoice customer.
- An eligible RideChoice customer will receive a letter indicating eligibility and a RideChoice Fare Card. Once notified of his/her eligibility, the RideChoice customer will be able to pay up to \$25 per month to his/her account. Payments may be made via the Internet or by mail.

- Upon receipt of a payment, the RideChoice contractor will add four times the value of the customer's payment to the customer's RideChoice account. This value will be available to the rider via his/her RideChoice Fare Card. Riders can make payments in any increment up to a total of \$25 per month, and riders can carry unused RideChoice account values forward from one month to the next. At no time can a rider's RideChoice account accumulate more than \$300.
- Once the RideChoice Customer's account is established and funds are deposited, the customer can use any of approximately eight taxicab and transportation providers enrolled as RideChoice providers. These companies are under subcontracts to our RideChoice contractor. When taking a trip on RideChoice, the customer calls the company of choice, indicates that he/she is a RideChoice customer, and schedules his/her trip in the same manner that any other taxicab customer does so.
- At the time of the trip, the customer swipes his/her RideChoice card upon entering the vehicle and upon exiting the vehicle. This creates a record of the beginning and ending points of the trip, along with the date and the identity of the rider. Upon the conclusion of the trip, the value of the trip is automatically deducted from the rider's RideChoice account.
- Approximately three weeks after the end of each month, the RideChoice contractor provides Valley Metro with an electronic file, showing all RideChoice trips taken. Data includes the date, time, pick-up and drop-off locations, the rider's name, the mileage and the cost of the trip. Valley Metro uses this information to allocate RideChoice costs among the participating cities. Valley Metro provides each participating city with a detailed report showing its share of the RideChoice service.
- Because funds may be limited, Valley metro can cap enrollment and/or adjust the subsidy for a given city or town.

Valley Metro and the Town will establish a cap based on available funding. This cap may be adjusted by Valley Metro at the direction of Fountain Hills, based on available funds or changes in the amount of service to be provided to each eligible participant. Initially, this cap is set at 40 participants. Once the cap is reached, no new participants will be enrolled. Instead, qualified residents will be placed on a waiting list. If and when participants drop off the service and/or in

the event that Fountain Hills raises the cap, Valley Metro will enroll qualified residents on a first come, first served basis until the cap is again reached. This procedure may be amended by the mutual consent of the parties.

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2014 to June 30, 2015 the maximum amount of Public Transportation Funds (PTF) available for the Town of Fountain Hills’s is **\$36,400.00**. 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.

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

Maximum amount: **\$36,400.00**

SCHEDULE "F" INTENTIONALLY LEFT BLANK

SCHEDULE "G" INTENTIONALLY LEFT BLANK

AUG 25 2014

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	\$ -	\$
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.

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