

**MASTER INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MESA (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 145-75-2019-00**

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2018 by and between the City of Mesa, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “Member” or “City”) 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,

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 Mesa, 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 4 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 events.

“Master Agreement” means this Agreement.

“Annual Service Agreement” means the annual appendix to the Master Agreement describing service levels for the fiscal year, specific obligations of the RPTA and Member, and financial obligations of the Member and RPTA.

SECTION 2. GENERAL OBLIGATIONS:

2.1 With respect to the services provided hereunder, RPTA and Member, shall both have specific obligations that are identified in an Annual Service Agreement appended to this Master Agreement through annual amendments;

2.2 Obligations can be related to responsibilities that may include, but not be limited to Fixed Route Bus, Dial-a-Ride Paratransit brokerage services or other transit services.

SECTION 3. TERM OF AGREEMENTS

This Master Agreement shall be effective for a period of seven (7) years. The Annual Service Agreement will be amended on an annual basis to accommodate changes in service levels, costs, and revenues. 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 4. EFFECTIVE DATE

This Agreement must be approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties and approved by the Parties' respective counsel. The Agreement may be filed with the Member's Clerk. The Effective Date of this Agreement is the date first set forth on page one of this Agreement.

SECTION 5. 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 (“termination costs”) and if termination was at the election of Member, any penalty or 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 6. 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 7. 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.

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

SECTION 8. INSURANCE REQUIREMENTS

8.1 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 Member under these policies.

8.2 All coverage shall be evidenced on a certificate of insurance provided to the Member prior to commencement of this contract. The Member 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 Member. Failure of the Member to demand such certificates or other evidence of full compliance with these insurance requirements of failure of the Member to identify a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

8.3 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 Member.

8.4 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.

8.5 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 Member or RPTA.

8.6 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.

8.7 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.

8.8 Commercial Auto Physical Damage Coverage - RPTA shall insure the Member 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.

8.9 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.

8.10 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 9. 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 10. 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 a proposed 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 11. 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:

Christopher Brady

City Manager’s Office

PO Box 1466

Mesa, Arizona 85211-1466

and to: Jodi Sorrell, Transit Services Director

City’s Office of Transit Services PO Box 1466,

Mesa, Arizona 85211-1466

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, 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, 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 12. AMENDMENT

Master Agreement and the Annual Service 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 22. 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 23. 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 24. 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 25

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 26. COMPLIANCE WITH THE E-VERIFY PROGRAM

26.1 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).

26.2 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.

26.3 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.

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

26.5 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).

26.6 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 27. 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 28. INCORPORATION OF ANNUAL SERVICE AGREEMENT

The Annual Service Agreement provides the Parties' specific obligations and Program Schedules and is hereto incorporated into this agreement as Attachment A. The Annual Service Agreement is designed to be amended annually in coordination with RPTA's adopted fiscal year budget process. The entire Attachment or identified Schedules within the Attachment may be modified as needed and as agreed to in writing by both Parties as provided in Section 12 of this Agreement.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael J. Minnaugh, General Counsel

City of Mesa

By: _____

Christopher J. Brady, City Manager

By: _____

DeeAnn Mickelsen, City Clerk

APPROVED AS TO FORM:

By: _____

Deborah J. Spinner, City Attorney

ATTACHMENT A - ANNUAL SERVICE AGREEMENT

The Annual Service Agreement outlines the specific obligations of both Parties and provides the Program Schedules that the Member participates in for Fiscal Year 2019, beginning July 1, 2018 and ending June 30, 2019. The specific obligations will be identified below in Section 1: Member Obligations, Section 2: Valley Metro Obligations and Section 3: Program Schedules that summarize the Programs that Valley Metro provides for Member.

SECTION 1. RPTA'S OBLIGATIONS:

1.1 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 brokerage 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; RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;
- c. Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;
- d. Plan for, prepare changes, and amend service specifications;
- e. Invoice the Member on a monthly basis for service(s) provided to Member;
- f. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract; Collaborate with Member and coordinate the Non ADA Fare Structure for services provided by the RPTA for Paratransit Services, or under contract;
- g. Convene a Steering Committee, consisting of representatives from the Member, the other participating Members, and the RPTA to coordinate and monitor service, address service and contractual performance issues, and monitor the

adopted service budget(s);

- h. Provide professional staff as necessary to partner with the Member to plan for, develop, contract for, monitor, and adjust service;
- i. Provide customer complaint resolution process;
- j. Provide monthly reports by the 25th of the following month with the previous month's data on ridership, revenue collected, and applicable performance standards;
- k. provide access to its fueling facilities in the event that the member experiences an outage that prevents them from fueling their respective vehicles.

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

1.3 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 – all statistics will be reported 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;*

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 Customer Complaints and Compliments Crimes reported

1.4 By the third Friday in February 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.

1.5 RPTA shall notify Member of a transit related collision, fire, major security incident, or media coverage occurring within Member jurisdiction, RPTA shall notify Member of authenticated operations incidents/accidents within 60 minutes of occurrence.

SECTION 2. MEMBER'S OBLIGATIONS:

- 2.1 With respect to the services provided hereunder;
- a. If Member desires services in addition to the Services originally approved in this agreement, 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, manage 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, 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;
 - 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.);
 - h. Member shall provide access to its fueling facilities in the event that the RPTA experiences an outage that prevents them from fueling their respective vehicles.

2.2 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.

2.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Members annual agreement.

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

2.5 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 3: SCHEDULES

Section 3 outlines the programs currently provided by Valley Metro and the attached Schedules provide the Schedules for each program. If the Member does not currently participate in a program, the Schedule will state "Intentionally Omitted." If a Member decides to participate in or terminate participation in a program at a later date, Section 3 can be amended, in writing, to ratify the change. The attached Schedules may be amended on an annual basis to accommodate changes in service levels, costs, and revenues. The attached Schedules are hereto incorporated into the Annual Service Agreement.

Schedule “A”	Place Holder - Regionally Funded Fixed Route Bus Service (RPTA Funded)
Schedule “B”	Place Holder - Member Funded Fixed Route Bus Services
Schedule “C”	Place Holder -Paratransit Services
Schedule “D”	Place Holder - Ride Choice Program
Schedule “E”	Place Holder - Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule “F”	Place Holder - ADA Platinum Pass
Schedule “G”	Place Holder - Place Holder for Park and Ride/Transit Center
Schedule “H”	Place Holder - Place Holder for Various Capital Projects
Schedule “I”	Place Holder - ATAN Bus Stop Improvements
Schedule “J”	Place Holder – Mutual Aid Program

SCHEDULE “A” REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$9,917,440.00** (including express)

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

Change orders to service provider contracts that increase the estimate provided by more than \$50,000 (excluding regular service change items or specific changes requested by the City of Mesa) need to be reviewed by the designated City of Mesa staff contact prior to executing the change order.

FY19 Fixed Route Bus Estimate						
RPTA Operated in the City of Mesa						
PTF Funded						
Funding	RPTA					
HASTUS	Mesa					
Level	Route	Annual Miles	Gross Cost	Fares	PM	Net Cost
W	40	382,227	\$2,578,976	(\$376,142)	(\$123,417)	\$2,079,417
W	45	93,039	627,758	(86,135)	(30,041)	511,582
W	61	303,421	2,047,250	(459,768)	(97,971)	1,489,511
W	96	133,966	903,901	(273,361)	(43,256)	587,284
W	108	27,211	183,597	(28,571)	(8,786)	146,240
W	112	162,772	1,098,262	(364,432)	(52,557)	681,272
W	136	102,134	689,121	(98,072)	(32,978)	558,071
W	156	9,053	61,080	(14,726)	(2,923)	43,431
W	184	211,674	1,428,212	(89,799)	(68,347)	1,270,066
W	531	18,439	130,328	(23,876)	(5,954)	100,498
W	533	51,088	361,080	(77,485)	(16,496)	267,100
W	535	46,603	329,384	(62,243)	(15,048)	252,093
W	541	13,938	98,512	(17,720)	(4,500)	76,292
S	40	45,828	309,214	(52,176)	(14,797)	242,241
S	61	45,186	304,879	(50,841)	(14,590)	239,448
S	96	21,751	146,758	(34,248)	(7,023)	105,487
S	108	2,023	13,650	(1,893)	(653)	11,104
S	112	21,558	145,456	(43,943)	(6,961)	94,552
S	136	7,782	52,510	(6,807)	(2,513)	43,190
S	156	1,574	10,622	(817)	(508)	9,296
S	184	20,807	140,390	(7,417)	(6,718)	126,255
H	40	56,404	380,571	(55,735)	(18,212)	306,624
H	61	52,518	354,352	(47,881)	(16,958)	289,514
H	96	21,449	144,720	(30,183)	(6,926)	107,612
H	108	2,312	15,600	(995)	(747)	13,859
H	112	21,633	145,965	(40,587)	(6,985)	98,393
H	156	1,622	10,942	(996)	(524)	9,422
H	184	25,609	172,788	(6,932)	(8,269)	157,587
Grand Total		1,903,621	\$12,885,879	(\$2,353,780)	(\$614,659)	\$9,917,440

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

For the period July 1, 2018 to June 30, 2019 the City of Mesa will pay the Regional Public Transportation Authority **\$4,748,696.00** for bus service on Routes 30, 45, 61, 77, 104, 120, 128, and Buzz in Mesa.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$395,724.67** commencing July 1, 2018 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

Change orders to service provider contracts that increase the estimate provided by more than \$50,000 (excluding regular service change items or specific changes requested by the City of Mesa) need to be reviewed by the designated City of Mesa staff contact prior to executing the change order.

By April 30 of each fiscal year, Valley Metro shall provide the city of Mesa a report outlining the budget to actual cost for fixed-route bus service through March 31. Upon reviewing the report, Valley Metro and Mesa staff will confer to decide if the May and June payments are necessary.

FY19 Fixed Route Bus Estimate						
RPTA Operated in the City of Mesa						
<i>Mesa Funded</i>						
Funding	Mesa					
HASTUS	Mesa					
Level	Route	Annual Miles	Gross Cost	Fares	PM	Net Cost
W	30	267,371	\$1,804,013	(\$248,278)	(\$86,331)	\$1,469,404
W	45	178,934	1,207,309	(165,655)	(57,776)	983,878
W	77	21,437	144,641	(20,200)	(6,922)	117,519
W	104	102,269	690,033	(120,279)	(33,022)	536,733
W	120	53,318	359,751	(69,659)	(17,216)	272,876
W	128	71,822	484,600	(59,679)	(23,191)	401,730
W	Buzz	75,319	490,955	-	(24,320)	466,635
school	61	3,140	21,188	(4,720)	(1,014)	15,454
S	30	27,880	188,113	(20,553)	(9,002)	158,558
S	45	26,728	180,340	(21,493)	(8,630)	150,217
S	77	2,306	15,561	(1,492)	(745)	13,324
S	104	6,468	43,643	(7,481)	(2,089)	34,074
S	120	5,697	38,438	(4,106)	(1,839)	32,492
S	128	8,076	54,493	(5,807)	(2,608)	46,078
S	Buzz	8,026	52,317		(2,592)	49,725
Grand Total		858,793	\$5,775,396	(\$749,405)	(\$277,295)	\$4,748,696

Schedule C – Paratransit Service and Financial Information

Financial Information

Sources of Project Operating Budget

For the period from July 1, 2018 through June 30, 2019, the Member City will pay Valley Metro a total of \$1,503,629.00 for the provision of paratransit services. This payment will be broken into equal quarterly installments of \$375,907.25 which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service. The method for reimbursing the contractor is described in Schedule C, Item 8.

For the period from July 1, 2018 through June 30, 2019, the Member City will pay Valley Metro a total of **\$0.00** for the provision of regional paratransit services. This payment will be broken into equal quarterly installments of **\$0.00** which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service. The method for reimbursing the contractor is described in Schedule C, Item 8 of this agreement.

Change orders to service provider contracts that increase the estimate provided by more than \$50,000 (excluding regular service change items or specific changes requested by the City of Mesa) need to be reviewed by the designated City of Mesa staff contact prior to executing the change order.

By April 30 of each fiscal year, Valley Metro shall provide the city of Mesa a report outlining the budget to actual cost for fixed-route bus service through February 28. Upon reviewing the report, Valley Metro and Mesa staff will confer to decide if the May and June payments are necessary.

Within 60 days of the close of the fiscal year, Valley Metro will conduct a final reconciliation of the paratransit program to determine the actual number of paratransit trips which are billable to each participating member. Valley Metro will use this analysis to determine

which members have overpaid and which have underpaid, based on the actual service provided. In the event that either party owes the other, Valley Metro will either pay the member or invoice the member within 30 calendar days of acceptance of the final reconciliation by both parties. The member has 30 calendar days to pay any invoices pertaining to this program.

Paratransit is a shared ride door-to-door transportation program serving an East Valley service area comprising the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe, a Northwest Valley service area comprising the communities of El Mirage, Sun City, Sun City West, Surprise and Youngtown, trips to and from unincorporated Maricopa County, regional trips involving any two local paratransit service areas and trips to and from the Valley Metro Mobility Center. Paratransit is intended to comply with the requirements set forth in the Americans with Disabilities Act of 1990 (ADA) and with additional requirements set forth in the Federal Rehabilitation Act of 1973. In addition, paratransit is intended to meet other requirements established by several member communities for additional services which the program provides on behalf of qualified residents of those member communities.

The goal of paratransit is to meet those transportation needs of people with disabilities who are ADA certified which cannot be met by Valley Metro's fixed-route bus and light rail service. Additionally, the goal of paratransit is to provide additional transportation services (within some participating communities) for qualified residents (including people with disabilities, seniors and other transit dependent people).

1. Type of Service

Paratransit is a door-to-door, shared-ride transportation system which is designed to provide service and which arrives during a thirty-minute scheduled pick-up window at least 95% of the time for all ADA and non-ADA customers.

Paratransit service is provided by a turnkey paratransit contractor who accepts trip requests, schedules service, operates a fleet of accessible vans and minivans to provide the majority of trips in a productive shared-ride manner, and who subcontracts with a local taxicab provider who operates the balance of the service with a fleet of taxicabs, vans and minivans, including vehicles which are accessible to people using mobility devices.

2. Eligibility Criteria

The ADA requires transit agencies to provide individuals with disabilities who are unable to use fixed-route transit with complementary origin-to-destination service called paratransit. The ADA requires each transit agency to establish procedures for determining ADA paratransit eligibility. The ADA further requires each transit agency to provide a minimum of 21 calendar days of ADA paratransit service to any visitor from any area in the country, whether served by a transit agency or not.

Valley Metro determines ADA paratransit eligibility for all member communities in the Phoenix metropolitan area, including those communities who operate their own local ADA paratransit services. Valley Metro uses an in-person physical and/or functional assessment to determine when and under what conditions an individual is able to use accessible bus and rail services and when ADA paratransit is required to meet the individual's mobility needs.

Each member community which provides non-ADA paratransit service determines the populations which its non-ADA paratransit service will transport. Most communities provide non-ADA paratransit service for qualified seniors age 65 and above and ADA eligible people with disabilities. Valley Metro utilizes an application process to determine eligibility for seniors and the ADA paratransit eligibility certification process to determine eligibility for people with disabilities who have not reached the age of 65. In those communities where non-ADA paratransit service is provided to other groups such as people who are economically disadvantaged, the member community determines eligibility for those groups and forwards information about eligible riders to Valley Metro who uses that information to provide service.

3. Restrictions/Priorities

Pursuant to ADA requirements, there are no trip priorities for ADA paratransit service. Some communities who provide non-ADA paratransit service have established priorities for trips to and from work and/or life-sustaining medical treatments.

4. Fares

In most communities, fares for ADA paratransit comply with Valley Metro's Board adopted paratransit fare structure. Several Northwest Valley communities have adopted ADA paratransit fares which are lower than the region's approved ADA paratransit fare structure. Non-ADA Dial-a-Ride fares are established by each community which provides non-ADA Dial-a-Ride service.

There are no fares for trips to and from the Valley Metro Mobility Center.

Information about current paratransit fares are available at the following link:
http://www.valleymetro.org/accessibility/dial_a_ride/fares.

5. Days and Hours of Service

Local paratransit service in the East Valley operates daily from 4:00 AM to 1:00 AM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Local paratransit service in the Northwest Valley operates on non-holiday weekdays between 7:00 AM and 5:00 PM. In Surprise, service operates daily between 5:00 AM and 8:00 PM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Regional paratransit service operates daily between 5:00 AM and 10:00 PM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Service to and from the Mobility Center operates during Mobility Center hours of operation which are generally from 9:00 AM to 7:00 PM.

6. Service Area

Attachment 1 shows the East Valley local paratransit service area. Attachment 2 shows the Northwest Valley local paratransit service area. Attachment 3 shows the Regional paratransit service area.

7. Complaints

Valley Metro's Customer Service Department processes customer complements, comments and complaints for all paratransit services. Information about Valley Metro's customer service policies and procedures can be found on Valley Metro's website (<http://www.valleymetro.org>). In the event of a complaint, Valley Metro and/or the appropriate paratransit agency or contractor is responsible for researching, resolving, responding to customers, and for documenting its response back to Valley Metro. Routine service complaints must be addressed within fourteen calendar days. Urgent complaints must be addressed, to the extent practicable, within seven calendar days. ADA complaints must undergo a federally mandated seven-step review process, and be fully researched, resolved and documented within 45 calendar days. Each community is responsible for establishing a process for ensuring that customers who wish to file complaints are referred to Valley Metro's Customer Service Department, and each community is responsible for monitoring Valley Metro's performance in this area.

8. Payment to Provider

Exhibit A "Payment Schedule" of Valley Metro's paratransit provider contract outlines the method of reimbursement which will be used for these services:

- Fixed Fee – The RPTA's contracted paratransit contractor will bill the agency a monthly fixed fee which will be allocated to each member based on its budgeted share of total paratransit trips to be provided.
- Per-Trip Charges – The RPTA's paratransit contractor will bill the agency a set amount for each paratransit trip to be provided. Each member will be billed for each trip provided to its residents as well as for its share of trips provided to visitors as defined within the ADA. The member's share for visitor per-trip costs will be equal to its share of the paratransit contractor's fixed fee.
- Fuel – The RPTA's paratransit contractor will be reimbursed for fuel used by dedicated vehicles on a pass-through basis with no mark-up. These fuel reimbursements are further limited to the average price for fuel in the Phoenix metropolitan area as well as to the expected level of fuel consumption as specified by each vehicle's Original Equipment Manufacturer (OEM). Each member's share of reimbursable fuel costs is equal to its share of the paratransit contractor's fixed fee.

- Performance-Related Incentives and Liquidated Damages – The RPTA’s paratransit contractor will be eligible to receive incentives for exceptional performance, and to be assessed liquidated damages for poor service. The RPTA will bill each member agency its share of incentives, and the RPTA will credit each member for its share of liquidated damages. Each member agency’s share of billed incentives and credited liquidated damages will be equal to its share of the paratransit contractor’s monthly fixed fee.
- RPTA Overhead – the RPTA will bill each member agency a portion of the overhead required for the RPTA to oversee, manage and report on these services. Each member’s share of RPTA overhead will be equal to the member’s share of the paratransit contractor’s fixed fee.
- Passenger Fares – The paratransit contractor will collect a fare from each rider in accordance with the paratransit fare structure established by the RPTA and/or as agreed to between the RPTA and the member. The paratransit contractor will retain fares paid in cash as partial payment for the service provided, and the member will be credited for these fares. Each member will be credited those cash fares collected from those riders whose service is attributed to that member.

9. Program Management

Valley Metro shall serve as Contract Administrator and shall be responsible for the following:

- Ensure that all paratransit services are provided in accordance with all applicable federal, state and local laws and requirements as well as prevailing industry standards and best practices
- Establish (in consultation with participating member communities) all paratransit policies, procedures and practices
- Select and oversee the paratransit contractor(s) and any subcontractor(s) thereto
- Oversee and manage the regional ADA eligibility certification process
- Receive, document, research, resolve and report on customer complements, concerns and complaints
- Process and pay contractor invoices
- Provide data and reports as agreed upon by Valley Metro and the member communities
- Administer federal, regional, and local project funds
- Provide marketing and management support as needed

SCHEDULE “C” – PARATRANSIT SERVICES COST ESTIMATE

FY19 Paratransit Service-Forecast

Funded by City of Mesa

	Regional	East Valley DAR	Total Program
Trips:			
ADA Trips	15,500	99,000	114,500
Non-ADA Trips	-	-	-
Total Trips	15,500	99,000	114,500
Cost:			
Contractor Transportation Cost	\$729,037	\$4,656,431	5,385,469
RPTA Salaries, Fringes & OHD	\$31,706	\$239,186	270,892
Contract Contingency	\$15,454	\$98,200	113,653
Total Gross Program Cost	\$776,197	\$4,993,817	\$5,770,014
 Total Fare Revenue	 (\$62,000)	 (\$396,000)	 (458,000)
Federal Funding	\$0	\$0	\$0
Total Net Program Cost Before PTF	\$714,197	\$4,597,817	\$5,312,014
 Cost for ADA Service	 \$714,197	 \$4,597,817	 \$5,312,014
Cost for Non-ADA Service	\$0	\$0	\$0
Net Program Cost	\$714,197	\$4,597,817	\$5,312,014
 PTF Balance Available	 \$3,730,723	 \$3,016,526	
PTF Applied	\$714,197	\$3,016,526	3,730,723
Member City Contributions:			
ADA-Costs	\$0	\$1,581,291	1,581,291
Non-ADA Costs	\$0	\$0	\$0
Member City Contribution	\$0	\$1,581,291	\$1,581,291
Less CM #18975 for TransDev CO reduction	(\$8,980)	(\$68,682)	(\$77,662)
Net Member City Contribution	(\$8,980)	\$1,512,609	\$1,503,629

SCHEDULE “D” – RIDE CHOICE

The City of Mesa agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2018-2019. The City of Mesa shall fund this project in the amount of **\$533,248.00** for the period July 1, 2018 to June 30, 2019. The City of Mesa will pay the RPTA for the project in twelve (12) monthly installments of **\$44,437.33**. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Change orders to service provider contracts that increase the estimate provided by 3% (excluding regular service change items or specific changes requested by the City of Mesa) need to be reviewed by the designated city of Mesa staff contact prior to executing the change order.

By April 30 of each fiscal year, Valley Metro shall provide the city of Mesa a report outlining the budget to actual cost for fixed-route bus service through February 28. Upon reviewing the report, Valley Metro and Mesa staff will confer to decide if the May and June payments are necessary.

FY19 Paratransit Service
Funded by City of Mesa

	RideChoice
Trips:	
Ride Choice Trips	38,545
<u>Total Trips</u>	<u>38,545</u>
Cost:	
Contractor Transportation Cost	\$626,283
RPTA Salaries, Fringes & OHD	\$80,903
Contract Contingency	\$78,669
<u>Total Gross Program Cost</u>	<u>\$785,855</u>
 Total Fare Revenue	 (94,408)
Federal funding	(158,200)
<u>Total Net Program Cost before PTF</u>	<u>533,248</u>
 PTF Balance Available	 \$0
PTF Applied	\$0
 Member City Contributions:	
RideChoice Costs	533,248
<u>Member City Contribution</u>	<u>\$533,248</u>

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

For the period July 1, 2018 to June 30, 2019 the maximum amount of Public Transportation Funds (PTF) available for the City of Mesa is **\$3,730,723**. 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 used up to the maximum reimbursements may be requested by Member for other ADA certified rider eligible expenses. The Member’s chief financial officer or designee must certify what additional rider eligible expenses qualify for payment from remaining ADA PTF funds. RPTA will credit or transfer Member, based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$3,730,723**

SCHEDULE “F” –ADA PLATINUM PASS PROGRAM

ADA Platinum Pass Program. The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro’s accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by Valley Metro. This program is funded entirely with regional Public Transportation Funds (PTF), so there is no cost to the rider or to the participating community.

Member does hereby agree to participate in the Valley Metro ADA Platinum Pass Program specified in this Schedule F. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. The PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the Member or sub-regional JE. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA. This program is designed to encourage ADA certified individuals to use fixed-route service for a trip whenever possible, in lieu of a traditional paratransit trip. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found here:
http://www.valleymetro.org/paying_your_fare/fare_options/.

SCHEDULE “I” ACHIEVING TRANSPORTATION ACCESSIBILITY NOW (ATAN) BUS STOP IMPROVEMENT PROJECT

Achieving Transportation Accessibility Now **Bus Stop Improvements (Schedule I)**

The Achieving Transportation Accessibility Now (ATAN) program is administered by Maricopa Association of Governments (MAG) and is for the design and construction of bus stop improvements in the City of Mesa to further comply with the American with Disabilities Act (ADA) design standards. Financial management of the ATAN is coordinated between MAG and RPTA. The RPTA shall reimburse the Member for partial and final reimbursement requests upon authorization for payment received by RPTA from MAG.

1. The ATAN program is administered by MAG. Applications, project awards, and project oversight are the responsibility of MAG. To facilitate financial management of the program MAG and RPTA have developed a process to pay for ATAN improvements with public transportation fund (PTF) revenues.
2. RPTA shall reimburse the Member up to \$100,923 in regional funds for eligible ATAN project expenses. Reimbursements will be made to the Member upon MAG’s review and approval of project development and expenditures.
3. At each bus stop location where improvements are being constructed, Member will identify temporary bus stop locations acceptable to RPTA operations and provide acceptable convenience and safety for the rider.
4. Temporary bus stop signs will be provided by Member or the contractor.

The Member shall complete the bus stop locations as identified in the MAG ATAN project approval.

SCHEDULE “J” MUTUAL AID PROGRAM

Valley Metro Greenfield Road Fueling Station

Scope of Work

The Valley Metro Mesa Bus Operations and Maintenance Facility is located at 3320 N. Greenfield Rd., Mesa, AZ 85215.

Normal maintenance and fueling operation hours are 24 hrs. / 7 days a week.

Our compressed natural gas CNG fueling station is designed to fast fill both large heavy duty equipment and smaller CNG support vehicles with operating ranges between 3000 psi and 3600 psi.

Large dispensers are equipped with Sherex (OPW) 5000 series fueling hook ups. Our smaller and lower operating pressure dispensers utilize the Sherex (OPW) 50 series @3000 psi.

Most high volume units can be fueled in eight minutes or less, once on the tarmac and connected. Estimated at 80 gal and above.

Diesel fueling dispensers are also on site to accommodate low sulfur diesel as a transportation fuel. Our diesel fueling nozzles include both conventional style and emission compliant Empco Wheaton series, for no vapor release.

No unleaded gasolines are available at this site location.

In the event that City of Mesa sanitation departments need emergency fueling from the Valley Metro Mesa Transit Bus Facility, the following individual below shall be called to take your request and provide instructions:

Primary—Larry Joyner, Fleet/Facility Supervisor for Valley Metro @480-282-1744

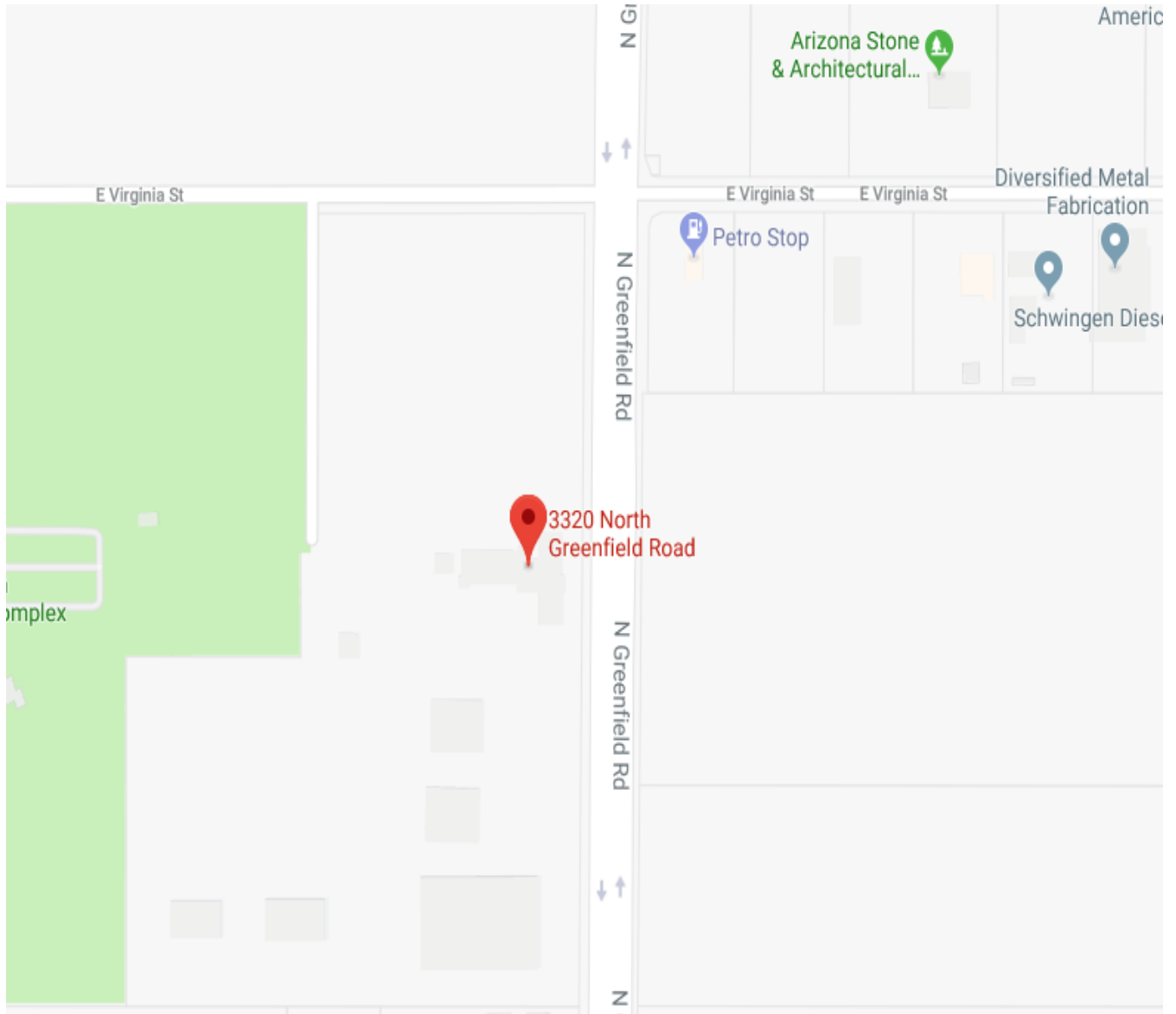
Alternate—Russ Mogler, Facility Coordinator for Valley Metro @480-212-3056

Upon arrival, each City of Mesa vehicle will be handled in the same orderly manner as our transit vehicles, to ensure a fair and balanced turn around.

Tracking of all dispensed fuels will be performed on a separate Valley Metro record and City of Mesa drivers will be required to validate with their signature, the amount of fuel dispensed into each City of Mesa vehicle at time of completed fueling. Valley Metro will provide the City of Mesa with an itemized invoice for any City of Mesa vehicle that is fueled at the Mesa Greenfield location at the same rate charged to Valley Metro on the monthly bill received from the City of Mesa gas utility.

SCHEDULE “J” MUTUAL AID PROGRAM Cont.

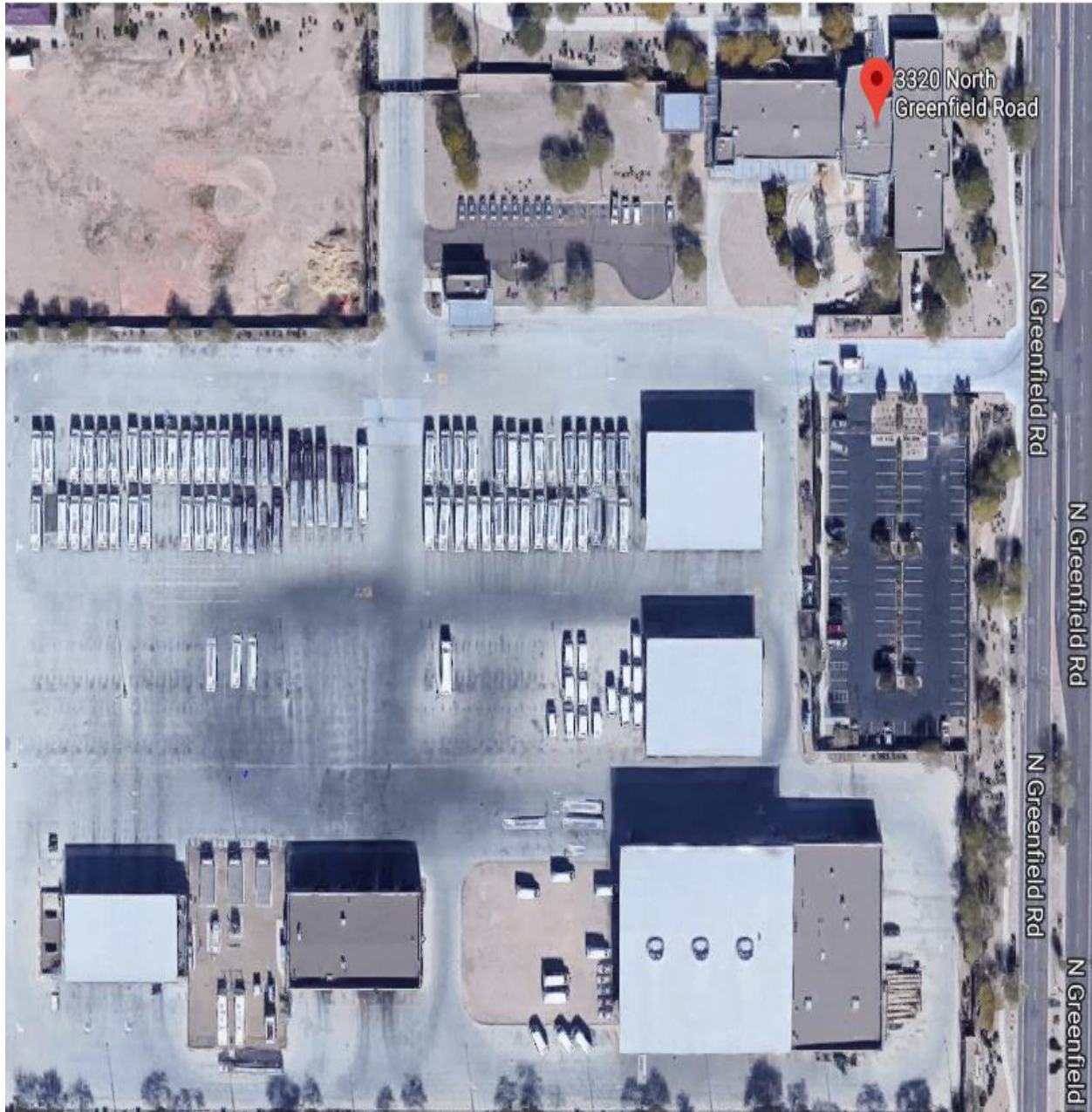
Valley Metro Mesa Bus Operations and Maintenance Facility Address



SCHEDULE “J” MUTUAL AID PROGRAM Cont.
Valley Metro’s Property Access Map



SCHEDULE “J” MUTUAL AID PROGRAM Cont.
Valley Metro’s Fueling Lanes Location



SCHEDULE “J” MUTUAL AID PROGRAM Cont.

City of Mesa 6th Street Fueling Station

Scope of Work

The City of Mesa Environmental Management and Sustainability Department’s Solid Waste Operations and Maintenance Facility is located at 310 E. 6th Street, Mesa, AZ 85201.

Normal City of Mesa fueling operation hours are:

- Monday, Tuesday and Wednesday, 7:30 p.m. to 6:00 a.m.
- Thursday and Friday, 2:00 p.m. to 12:00 a.m.
- Sunday, 5:00 a.m. to 3:30 p.m.
- Arrangements can be made to fuel vehicles outside of these standard fueling hours

Normal City of Mesa Fleet Maintenance facility hours of operation are:

- Sunday 9:45 p.m. and works round the clock until Friday at 10:30 p.m.
- Fleet is open on Saturday at 5:00 a.m. until 3:00p.m.

The compressed natural gas CNG fueling station is designed to fast fill large heavy duty equipment and smaller CNG support vehicles with an operating range of 3600 psi.

The dispensers are equipped with OPW 1000 series fueling hook ups.

Most high volume units can be fueled with 60 to 70 DGE, in ten minutes, once at the station and connected.

Diesel fueling dispensers are also on site to accommodate low sulfur diesel as a transportation fuel. The City of Mesa utilizes conventional style diesel fueling nozzles.

Unleaded gasolines are available at this site location. The City of Mesa utilizes EMCO Wheaton style unleaded vapor recovery fueling nozzles.

In the event that Valley Metro Mesa Transit Bus Operations need emergency fueling from the City of Mesa Environmental Management and Sustainability’s Solid Waste Operations and Maintenance Facility, the following individual below shall be called to take your request and provide instructions:

- Primary—Armando Sapien, City of Mesa EM&S Dept. Safety Education Coordinator @480-259-5693
- 1st Alternate—Jim Lloyd, City of Mesa Solid Waste Administrator @602-919-0779
- 2nd Alternate—Conrade Fernandez, City of Mesa Solid Waste Administrator @480-550-0181

Upon arrival, each Valley Metro vehicle will be handled in the same orderly manner as the Solid Waste vehicles, to ensure a fair and balanced turn around.

Tracking of all dispensed fuels will be performed on a separate City of Mesa record and Valley Metro drivers will be required to validate with their signature, the amount of fuel dispensed into each Valley Metro vehicle at time of completed fueling. The City of Mesa will provide Valley Metro with an itemized invoice for any Valley Metro vehicle that is fueled at the City of Mesa 6th Street fueling location at the same rate charged to the City of Mesa Environmental Management and Sustainability Department on the monthly bill received from the City of Mesa gas utility.

SCHEDULE “J” MUTUAL AID PROGRAM Cont.

**City of Mesa 6th Street Operations and Maintenance Facility Address
310 E. 6th Street, Mesa, AZ 85201**




CNG Fast Fill
Dispenser


Enter Path


Exit Path