

# CITY CLERK ORIGINAL

C-10083  
06/23/2015

## AGREEMENT FOR PROFESSIONAL PROGRAM MANAGEMENT

City of Glendale Solicitation No. 15-45

This Agreement for Professional Program Management ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Voucher Ride LLC, limited liability company, (the "Contractor"), as of the 23 day of June, 20

### RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 15-45 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

#### 1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
    - (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$125,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

## 5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

**7. Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

## 8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000.00 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$N/A per accident for Contractor and \$1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

## 8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

## 8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

**9. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2

Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Voucher Ride LLC  
 c/o Mike Fitzgerald, President/CEO of Personal Assistance, Inc.  
 Director, Voucher Ride LLC  
 2747 E. University Drive, #8998  
 Mesa, Arizona 85214

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 c/o Kevin Link, Transit Administrator  
 6210 W. Myrtle Ave, Bldg S  
 Glendale, Arizona 85301  
 623-930-3509

With required copy to:

City Manager  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

City Attorney  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A      Project
- Exhibit B      Compensation
- Exhibit C      Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

*By for Richard A. Bowers*  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:  
*[Signature]*  
City Clerk (SEAL)

APPROVED AS TO FORM:  
*[Signature]*  
City Attorney

Voucher Ride LLC,  
Arizona limited liability company  
*[Signature] 5/20/15*  
By: Mike Fitzgerald  
Its: President/CEO of Personal Assistance, Inc.,  
Director of Voucher Ride LLC

**EXHIBIT A**  
**Request for Proposal 15-45**  
**PROJECT**

*[See attached]*

EXHIBIT A – PROJECT/SPECIFICATIONS  
Service Agreement  
RFP 15-45

1. CONTRACTOR PROVIDED (REQUIRED) SERVICES

Contractor will provide the following services:

- 1.1 Administer and operate the Project per guidelines set forth in this document.
- 1.2 Implement and monitor Program as set forth in this document.
- 1.3 Review customer applications for the medical component and make determinations of eligibility per Program standards.
- 1.4 Design and print approved vouchers. Voucher designs are subject to approval by the designated City contact.
- 1.5 Issue vouchers to medical-needs transportation customers.
- 1.6 Work with the City's Victim Assistance Unit to issue vouchers to provide taxi service to victims of domestic violence.
- 1.7 Market program to target customer groups for medical transportation needs.
- 1.8 Respond to customer requests and complaints pertaining to the Program.
- 1.9 Maintain complete and accurate records of all Project vouchers used under the terms of this Agreement.
- 1.10 Provide a monthly report that shows the total number of rides provided for the month, on-time performance, passenger miles, and cost incurred by the City. Also provide customer feedback (complaints/comments, etc.), customer satisfaction (as identified in Program Evaluation section), and marketing efforts of the Program.
- 1.11 Provide an annual report of Program usage and effectiveness per guidelines.
- 1.12 Attend scheduled meetings with City of Glendale staff to review the Program.

2. QUALIFIED TAXI FIRM REQUIRED SERVICES

- 2.1 "Qualified Taxi Firm" means any taxi company that is licensed and complies with city, county, or state regulations. At a minimum, the Qualified Taxi Firm must address evidence of the following:
  - 2.1.1 Sufficient numbers of vehicles in use by the taxicab company to provide the service required under the contract.
  - 2.1.2 Sufficient staff to operate the vehicles to provide the service required under the contract.
  - 2.1.3 Approved taxi meter rates for the general public.
  - 2.1.4 Adequate automobile liability insurance in regard to any local, county, state, or federal requirements.

- 2.2 Contractor must have a qualified tax service provider accomplish the services listed above.
  - 2.2.1 Provide personnel and vehicles needed to satisfy the requirements of the Program.
  - 2.2.2 Respond in a timely and efficient manner to eligible customers for an authorized special needs transportation request.
  - 2.2.3 Upon customer request, pick up the eligible customer within 30 minutes of service request.
  - 2.2.4 Accept vouchers authorized by City as payment for taxi service.
  - 2.2.5 Collect twenty-five percent (25%) of total ride cost from customer for each medical-needs transportation service provided. The City's cost for any trip will not to exceed \$15.00. Customer is responsible for any trip cost overrun exceeding the City's \$15.00 subsidy.
  - 2.2.6 Require each medical-needs transportation customer to show picture identification to the driver and verify voucher information.
  - 2.2.7 At the end of the taxi ride, drivers shall date the voucher, enter the meter fare, distance of the ride, amount paid by customer on the voucher, sign the voucher, and have the passenger verify and sign the voucher.
  - 2.2.8 \*Services are not limited to 2.2.1 through 2.2.8 listed above. Other services may be required.

### 3. SPECIAL CONSIDERATIONS

The Taxi Voucher Program is an ongoing program. Services are provided on the basis of demand from the Taxi Voucher Program participants.

### 4. MEDICAL-NEEDS SERVICE - PROGRAM INFORMATION GUIDELINES

- 4.1 Contractor shall issue applications and receive and review applications from Glendale residents requesting to use the medical-needs transportation service. Contractor shall determine eligibility status based on Program eligibility requirements:
  - 4.1.1 Glendale Resident
  - 4.1.2 Person with a disability requiring repetitive medical therapies such as dialysis, chemotherapy, and some physical therapies which can be classified as a medical-needs service, for example, stroke rehabilitation.
  - 4.1.3 All medical-needs trips shall be limited to service within Glendale City limits (origin and destination within Glendale City limits).
  - 4.1.4 All customers requesting medical-needs service must be medically stable. Medical-needs service shall not be used to provide emergency medical transportation.
  - 4.1.5 Contractor shall provide City with indemnification against any claims related to program eligibility or selection for inclusion within the program.
- 4.2 Program Subsidy Methodology- The Program will provide a subsidy not to exceed \$15.00 per trip for taxi rides. The customer will pay 25% of the fare. The Program will pay 75% of the fare, up to \$15.00. The customer will be responsible for any amount over \$15.00 subsidy. The Program will also pay an additional 15% gratuity of the actual trip cost, based on the maximum allowed trip cost of \$15.00.

- 4.3 Cost for gratuities paid to taxi company by Contractor which may be up to 15% per ride cost with a maximum trip cost of \$15.00 for medical trips and a maximum trip cost of \$35.00 for domestic violence assistance rides.
- 4.4 Trip Limits -The number of trips shall be limited to 30 one-way trips per month per customer. Trips can only be made to and from customer residence and designated treatment facilities. Under normal circumstances, the amount of trips taken per day should not exceed 2.
- 4.5 Vouchers- Customers must obtain vouchers prior to using the service. Eligible customer's name must be printed on the voucher. Origin and destination must be printed on the voucher for the voucher to be valid. The voucher should be easy to use and read. The voucher shall also clearly waive any and all claims or lawsuits that could be presented to the City, the Contractor, or the taxi company by the customer that are associated in any manner with the customer's medical condition. The customer must request vouchers from Contractor. No more than 30 coupons (one-month's worth) should be issued to a customer at one time, and preferably, only the amount required per month should be issued. Customer must have used at least half of the coupons issued prior to requesting another supply of coupons. Contractor shall print origin and destination, and customer name on the voucher prior to sending to customer. Customer will hand a valid voucher to taxi driver at time of ride (along with their share of trip cost) and provide identification. Taxi driver shall complete legibly required information which includes number of trip miles, total trip cost, amount paid by customer, sign the voucher, and have the passenger verify and sign voucher. All vouchers must be complete and legible. The taxi company shall return completed vouchers to Contractors for reimbursement. Vouchers shall be sent to the City at the end of each month along with an itemized invoice for services. Vouchers shall have no cash value. Vouchers shall have an expiration date of 3 months from date of issue. The date of issue and the expiration date are to be indicated on the voucher.
- 4.6 Identification of participating taxi companies (if applicable) - Contractor shall identify and provide a current list of participating taxi companies to program customers. Customers can choose which taxi company they prefer to provide the service. Customers will call the taxi company directly for service
- 4.7 The Contractor must hold semi-annual meetings with all taxi companies (if applicable) to emphasize customer satisfaction and go over any issues that need to be addressed. A sign-in sheet documenting attendance must be provided to the City of Glendale within two weeks of those meetings, along with the meeting minutes.
- 4.8 The Contractor shall seek out and coordinate with not for profit agencies that relate to and will enhance this service.
5. DOMESTIC VIOLENCE ASSISTANCE SERVICE -PROGRAM INFORMATION GUIDELINES.
- 5.1 Contractor shall work with the City of Glendale's Victim Assistance Unit to provide this service.
- 5.2 The Contractor shall be responsible for creating and distributing vouchers (approved by the City) and assuring that the Victim's Assistance Unit has vouchers available as needed. The vouchers must state the cost of the trip will be reimbursed by the Program and the total cost of the trip shall not exceed \$35.00. An additional 15% gratuity will apply to these trips up to a maximum trip cost of \$35.00. Gratuity cost is not to exceed \$5.25. The gratuity will be paid by Contractor when reimbursing the taxi company for rides. The Contractor will include this amount in the invoice when seeking reimbursement from the City.
- 5.3 The Victim's Assistance Unit caseworker will provide vouchers on a one-time case-by-case basis.
- 5.4 Contractor shall provide Victim's Assistance caseworkers with a list of current participating taxi providers Customer can decide which taxi company to use and will use the voucher to pay for the trip up to \$35.00 maximum.
- 5.5 The taxi company shall complete the required information, including cost of trip, mileage of trip and date of trip.

- 5.6 Vouchers used for domestic violence assistance shall be numbered instead of requiring customer names.
- 5.7 Vouchers shall include spaces for trip information including date of service, number of trip miles, driver signature, date and signature from Victim's Assistance caseworker issuing voucher. Vouchers shall have no cash value.

## 6. PAYMENT.

- 6.1 Vouchers must be submitted to the City, either electronically or hard copy, no longer than 90 days after their use or they shall not be eligible for reimbursement.
- 6.2 Vouchers received after 90 days shall be considered null and void.
- 6.3 Contractor shall invoice the City monthly for:
  - 6.3.1 Administrative services related to Program broken down into categories
  - 6.3.2 Cost for taxi rides
- 6.4 Cost for gratuities s paid to the taxi company by contractor may be up to 15% per ride cost -with maximum trip cost of \$15.00 for medical l trips and maximum trip cost of \$35.00 for domestic violence assistance rides.
- 6.5 Contractor must submit all invoices used in a month within 90 days of that month's end. For example, vouchers used for trips taken in January must be submitted to the City of Glendale by the last day in March. The Contractor shall engage in best efforts to submit all vouchers used in June by July 10. The Contractor shall also keep copies of vouchers for at least one year after use.
- 6.6 Used vouchers shall be returned to City as verification of rides provided.
- 6.7 Vouchers must include all completed information.

## 7. OPTIONAL EXPANDED PROGRAM.

At any time the City may choose to expand or cease expansion of the taxi voucher program to allow for trips beyond the City's borders. A thirty-day (30) notice will be given if the City will expand/cease the expansion. The expanded program shall meet all the specifications of the normal program, except with the following changes:

- 7.1 All residents requesting transportation outside of Glendale must be approved by the City.
- 7.2 The City must approve any trips outside the City.
- 7.3 Program Subsidy Methodology - the Program will provide a subsidy not to exceed \$15.00 (plus tip-see below) per trip for taxi rides. Any additional trip cost will be paid by the customer. The Program will also pay an additional 15% gratuity of the actual trip cost, capped at a \$15.00 trip cost, or a maximum tip of \$2.2.
- 7.4 If applicable/necessary, the Contractor must seek qualified taxi firms to participate in the program. The Contractor ensures taxi firms are to collect 25% of the trip charge from the customer for each trip plus any amount over a \$15.00 subsidy. Customer is responsible for any trip cost overrun exceeding the \$15.00 city subsidy.
- 7.5 The Contractor shall invoice the City monthly for the Costs for taxi rides and gratuities paid to Taxi Company by Contractor at up to 15% per ride cost, capped at a \$15.00 per trip cost. Used vouchers shall be returned to City as verification of rides provided . Vouchers must include all completed information.
- 7.6 Customers must obtain vouchers prior to using the service, and a 72 hour notice is required.

7.7 Vouchers - Eligible customer's name must be printed on voucher. Origin and destination must be printed on voucher to be valid. Voucher shall read that the passenger shall pay 25% of the trip charge, plus any costs that exceed the City's \$15.00 cap. All other elements of the voucher will remain the same pursuant to 1.7.5

## 8. PROGRAM EVALUATION.

8.1 Contractor shall provide monthly statistics indicating number of rides provided for each Program component broken down by Weekday, Saturday, and Sunday/Holiday. A list of all holidays for that year will be submitted to the Contractor prior to the new fiscal year.

8.2 Contractor shall obtain customer feedback and provide quarterly evaluations of Program focusing on customer satisfaction including:

8.2.2 On-time performance.

8.2.3 Driver courtesy.

8.2.4 Vehicle condition.

8.2.5 Customer perceived value of Program.

8.2.6 Overall level of service.

8.2.7 Overall satisfaction with service.

8.2.8 Customer access to other forms of transportation options.

8.2.9 Marketing effort awareness.

8.3 Contractor shall provide quarterly evaluation reports within the Program to determine if Program participants prefer taxi or Dial-A-Ride, and why.

8.4 Contractor shall provide a report at the end of the initial contract period evaluating overall Program effectiveness based on items listed in 1.11.2 and recommending changes to improve the Program.

## 9. PROGRAM AUDIT AND INSPECTION OF RECORDS.

9.1 The Contractor shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement.

9.2 All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified.

9.3 The Contractor shall provide reasonable access to the representatives of City or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers or records of the Contractor that are related to this Agreement

9.4 City of Glendale, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary.

9.5 Contractor shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.

9.6 If requested, Contractor shall provide copies of financial records/balance sheets to monitor financial stability.

9.7 This Article must be included in any subcontract entered into as a result of this Agreement.

10. PROGRAM PAYMENT.

10.1 Subject to the other provisions of the document, the Contractor shall be reimbursed for its reasonable costs in performing the services contained in these specifications provided, however, total costs will not exceed \$125,000 for the initial contract period of this Agreement.

10.2 To receive payment, Contractor shall present to the City an accurate and properly itemized invoice.

10.3 Invoices shall be presented monthly and include used vouchers as verification of taxi service provided.

10.4 The City is shall not liable for any purchases or contracts entered into by the Contractor in anticipation of receiving payments under this Agreement.

**End of EXHIBIT A**

**EXHIBIT B**  
**Request for Proposal 15-45**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, based upon time and materials as set forth in Solicitation 15-45.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$125,000 per year.

**DETAILED PROJECT COMPENSATION**

N/A

**EXHIBIT C**  
**Request for Proposal 15-45**  
**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.