

Staff Summary Report



Council Meeting Date: January 8, 2009

Agenda Item Number: 25

SUBJECT: Request approval of an intergovernmental agreement with Maricopa County for special transportation services to augment Valley Metro's east valley dial-a-ride service.

DOCUMENT NAME: 20090108PWgj03 TRANSPORTATION PLANNING (1101-01)

SUPPORTING DOCS: Yes

COMMENTS: Cost to Tempe is \$25,000.

PREPARED BY: Greg Jordan, Transit Administrator, 858-2094

REVIEWED BY: Carlos de Leon, Deputy Public Works Manager, 350-8527
Glenn Kephart, Public Works Manager, 350-8205

LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney, 350-8814

FISCAL NOTE: Funding for this service is provided in cost center 3914 / account code 7039.

RECOMMENDATION: Approve intergovernmental agreement with Maricopa County for special transportation services.

ADDITIONAL INFO: The 2008/2009 intergovernmental agreement continues a partnership with Maricopa County to provide Special Transportation Services (STS) for elderly, low-income and disabled residents on a case by case basis for medical or special need purposes. STS supplements service provided by Valley Metro's East Valley Dial-a-Ride and individuals must meet several eligibility requirements. There is no charge to Tempe residents who use this service.

This agreement maintains the council approved budget cap of \$25,000 approved by amendment in the prior fiscal year. However, Maricopa County is passing on higher costs to local jurisdictions due to its loss of state LTAF II funds along with increases in the cost of labor and fuel. Along with increased demand, these cost increases limit the number and types of trips that may be authorized.

Given the higher cost of Valley Metro dial-a-ride, the service provided by STS remains a cost-efficient alternative for the City as well as an effective option for Tempe residents who are less able to rely on the regional dial-a-ride system or other modes of travel.

INTERGOVERNMENTAL AGREEMENT
BETWEEN OF CITY OF TEMPE
AND MARICOPA COUNTY
July 1, 2008 through June 30, 2009

THIS AGREEMENT, entered into by the City of Tempe, hereinafter referred to as CITY, and Maricopa County, Administered by its Human Services Department, hereinafter referred to collectively as CONTRACTOR.

NOW THEREFORE, it is agreed between the parties thereto that;

I. SCOPE OF SERVICE

Activities

The CONTRACTOR will be responsible for administering a Special Transportation Services program that provides limited transportation, free of charge, for qualified elderly (individuals age 60 and older), low-income and disabled residents of the CITY. CITY is expected to provide a map identifying all boundary lines of CITY. If no map is provided, the CONTRACTOR will use another reputable source.

CONTRACTOR will provide monthly detailed information to CITY regarding all STS trips (Trip origination & destination, client name, trip date(s) and purpose).

II. TERM AND RENEWAL

This agreement shall commence on July 1, 2008, and shall terminate on June 30, 2009 unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than sixty (60) days prior to the proposed termination date. In the event either party elects to terminate this Agreement, all rights and duties set forth in this Agreement shall immediately terminate, and neither party shall be liable to the other party for any damages resulting from the termination. In the event of early termination CONTRACTOR shall be entitled to receive payment for all service provided to the CITY prior to the termination.

III. PAYMENT

It is expressly agreed and understood that the total amount paid by the CITY under this Agreement shall not exceed \$25,000 at the per trip rate as detailed in the Trip Rate Schedule attached hereto as EXHIBIT #1. The CONTRACTOR will only submit a claim(s) for those trips that are provided, or for any trip that results in a no show/cancellation at the designated point of pick up.

IV. INDEMNIFICATION

Each party (as "Indemnitor") agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claim" or "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. To the extent either CONTRACTOR or CITY is entitled to indemnification hereunder, the obligation of either party to indemnify the other shall be deemed to have been met and satisfied to the extent that any Claim is covered by any policy of insurance maintained by a party and such insurer accepts and pays such claim. The parties will

cooperate in the investigation and defense of any claim subject to indemnification hereunder. The party obligated to indemnify any Claim shall be responsible for conducting any investigation in defense at its sole cost.

V. NOTICES

(a) Written Notices Required; Permitted Methods of Delivery

CITY and CONTRACTOR agree that any notice under this Agreement shall be in writing and can be delivered by the following methods: (a) personal delivery; (b) U.S. Postal Service, first-class mail, postage pre-paid (deemed delivered two days after being posted in the U.S. mail); (c) national recognized overnight courier (with all fees pre-paid); or (d) facsimile transmission (deemed delivered when confirmation receipt provided).

(b) Delivery to Parties

Notices to the parties, under this Agreement, must be sent to the following individuals:

City of Tempe:

Greg Jordan
Transit Administrator
City of Tempe
20 East Sixth Street,
Tempe, AZ 85281

Maricopa County:

Salvatore La Puma III
STS Program Coordinator
Maricopa County Human Services Dept/STS
234 N. Central Avenue, 3rd Floor
Phoenix, Arizona 85004

VI. GENERAL CONDITIONS

General Compliance

The CONTRACTOR agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

The CONTRACTOR agrees to comply with the United States Department of Transportation, Federal Transit Administration Master Agreement, which is hereby incorporated into this Intergovernmental Agreement by reference. The contract administrator for the Human Services Department Special Transportation Service Program maintains a copy of the Agreement on file.

VII. ADMINISTRATIVE REQUIREMENTS

Documentation and Recordkeeping

1. Records to Be Maintained

CONTRACTOR shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and that are pertinent to the activities to be funded under this Agreement.

2. Retention

The CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

3. Audits and Inspections

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the CITY, or the Federal Government, at any time during normal business hours with reasonable notice to CONTRACTOR, as often as the CITY reasonably deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receiving receipt from the CITY. Failure of the CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of any future payments. The CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current policy concerning CONTRACTOR audits.

4. Payment Procedures

The CITY will pay to the CONTRACTOR funds available under this Agreement based upon information submitted by the CONTRACTOR and consistent with any approved budget and CITY policy concerning payment. The CITY shall pay the CONTRACTOR an amount not to exceed \$25,000, upon submission of a properly executed claim(s). If demand exceeds annual budget the CITY may agree to continue services at current rate, however, if CITY is unable to pay for service the program CONTRACTOR may terminate services until funds are available.

At the end of each quarter, CONTRACTOR will conduct a financial reconciliation of all costs of services (including any administrative fees) for informational purposes only. After conducting the financial reconciliation, if it is found that the fees do not cover the services in the IGA then CONTRACTOR will request that the CITY in good faith negotiate for fees that will cover the costs of the IGA services.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

Unless exempt under Federal law, the CONTRACTOR and the CITY shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The CONTRACTOR and the CITY shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental

disability. The CONTRACTOR and the CITY shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

The CONTRACTOR and the CITY shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. The CONTRACTOR and the CITY shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

IX. BUDGET

The CONTRACTOR shall establish and maintain a budget for the work contemplated by this Agreement.

X. CANCELLATION

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference and made a part of hereof.

XI. CONFLICT OF INTEREST

CITY and CONTRACTOR agree that no member, official, or employee of either agency shall have any direct or indirect interest in the agreement, nor shall participate in any decision relating to this agreement which is prohibited by A.R.S. § 38-501, et seq.

XII. TERMINATION

This Agreement may be terminated by either party within 60 days written notice. All amounts due or other obligations required through the date of termination shall be performed within 60 days of the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

CITY:
CITY OF TEMPE

CONTRACTOR:
MARICOPA COUNTY

Hugh Hallman Date
Mayor

Andrew Kunasek
Chairman, Board of Supervisors

Attest: City Clerk Date

Fran McCarroll
Clerk, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Roberto Pulver
MARICOPA COUNTY ATTORNEY
Deputy County Attorney

EXHIBIT #1

TRIP RATE SCHEDULE

Trips will be billed according to the one-way "Direct Distance Mileage" as calculated by Maricopa County's Special Transportation Services' Trapeze software program. All trip distances will be rounded to the nearest whole mile.

Trip Rates:

0-5 Miles Total Distance -	\$22.68
6-10 Miles Total Distance -	\$25.21
11-15 Miles Total Distance -	\$27.79
16-20 Miles Total Distance -	\$29.64
21-49 Miles Total Distance -	\$45.96
50-60 Miles Total Distance -	\$51.06