



**MEMORANDUM    Transportation & Development Department - Memo No. TN11-06**

**DATE:**            MAY 12, 2011

**TO:**                MAYOR & COUNCIL

**THRU:**            RICH DLUGAS, ACTING CITY MANAGER <sup>RD</sup>  
                          PAT MCDERMOTT, ASSISTANT CITY MANAGER  
                          R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR <sup>RJZ</sup>  
                          DANIEL W. COOK, TRANSPORTATION MANAGER <sup>DW</sup>

**FROM:**            ANN MARIE RILEY, TRANSIT SERVICES COORDINATOR <sup>AMR</sup>

**SUBJECT:**        RESOLUTION NO. 4435 – APPROVING AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR ALTERNATIVE TRANSPORTATION SERVICES (CAB COUPON PROGRAM) FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY 2010/11 FOR AN AMOUNT OF \$76,000.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4435 approving Amendment No. 3 to the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for Alternative Transportation Services (Cab Coupon Program) for senior citizens and persons with disabilities for FY 2010/11 for an amount of \$76,000.

BACKGROUND AND DISCUSSION: The City of Chandler initiated a subsidized taxicab coupon program with the Regional Public Transportation Authority (RPTA) in FY 2006/07 on a trial basis and continued in FY 2007/08, FY 2008/09 and FY 2009/10. Staff recommends continuing the Cab Coupon Program through FY 2010/11.

This program provides subsidized taxicab coupons for Chandler residents that are eligible for Dial-A-Ride services. The program is intended to provide additional transportation options for senior citizens and persons with disabilities at a lower cost than traditional Dial-A-Ride service. Under this program, participants purchase coupon booklets valued at \$10 at a nominal co-pay of \$2.50 for one book. The coupons can then be applied toward the fares of participating cab

companies. Coupons are purchased by calling Valley Metro. In FY 09/10 participants utilized 2,715 cab trips providing an estimated savings to the City of about \$96,000 in the Dial-A-Ride program.

Our seniors and disabled are becoming more aware of the cab program in our area and realize this might be a better option for them than the traditional Dial-A-Ride. Also, based on the need of our citizens, we added transportation options with the Dialysis Voucher Program and the Recurring Medical Trips Program. These additional programs provide seniors and persons with disabilities transportation to and from life-sustaining medical appointments such as dialysis and chemotherapy treatments.

This year we anticipate utilization to increase from 2,715 trips to 4,415 trips and are requesting an additional \$26,000 for a total of \$76,000. These services will continue to provide the individual with a more direct and convenient trip at a lower cost for the City compared to utilizing a trip on Dial-A-Ride.

The New Freedom Grant provides additional funds of \$67,259 for a total of \$143,259 for this program.

This contract is retroactive to July 1, 2010 and was delayed as staff desired to bring all three transit service agreements forward at one time, and there was a delay at the RPTA in completing the contract for fixed route bus service.

TRANSPORTATION COMMISSION: This agreement was reviewed at the April 21, 2011 meeting of the Transportation Commission and recommended for approval by a vote of 4-0.

FINANCIAL IMPLICATIONS:

Net City Cost: \$76,000  
Savings: \$67,259 (New Freedom Grant)  
Long Term Costs: N/A

Fund Source:

<u>Acct. No:</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>Funds</u>
101.3340.0000.5219	General Fund	Transit Operations	\$76,000

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4435 approving Amendment No. 3 to the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for Alternative Transportation Services (Cab Coupon Program) for senior citizens and persons with disabilities for FY 2010/11 for an amount of \$76,000.

Attachments: Resolution No. 4435  
Amendment Intergovernmental Agreement

RESOLUTION NO. 4435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) AND THE CITY OF CHANDLER TO PROVIDE ALTERNATIVE TRANSPORTATION SERVICES (CAB COUPON) FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY2010/11 FOR AN AMOUNT OF \$76,000.

WHEREAS, the City of Chandler desires to provide subsidized taxicab coupons for Chandler residents that are eligible for Dial-A-Ride services, to provide additional transportation options for senior citizens and persons with disabilities; and

WHEREAS, it is deemed in the best interest of the City of Chandler and the citizens thereof to provide additional transportation options for senior citizens and persons with disabilities for FY2010/11; and

WHEREAS, an Intergovernmental Agreement (IGA) Amendment between the City of Chandler and the Regional Public Transportation Authority (RPTA) is required to operate the Alternative Transportation Services program; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute the Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) to provide Alternative Transportation Services (Cab Coupon) for senior citizens and persons with disabilities for FY2010/11 for an amount of \$76,000 on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Resolution No. 4435 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2011, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *CH for*

**INTERGOVERNMENTAL  
AGREEMENT AMENDMENT # 3**

**The REGIONAL PUBLIC TRANSPORTATION AUTHORITY  
AND  
CITY OF CHANDLER**

**CONTRACT No. 118-33-2011**

**(Funding Agreement – Alternative Transportation Services 10-11)**

As of the 1st day of July 2010, this amends the following items of the Intergovernmental Agreement entered into between the City of Chandler and the RPTA, dated the July 1, 2007, as amended July 1, 2008, and July 1, 2009.

The following section is hereby added to the Agreement entered into July 1, 2007, as amended.

**SECTION 3:     General Provisions**

- O.     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 civil rights laws and regulations set forth on Exhibit A, as such civil rights laws and regulations may be amended from time to time.
  
- P.     New Freedom. Valley Metro RPTA (RPTA) has received New Freedom grant funding to help support the RideChoice program in Chandler. All New Freedom grant monies must be used exactly as described in the approved grant application.

New Freedom grants are identified by the calendar year in which they are submitted and approved. New Freedom funded projects allow for expenses to be incurred following approval notice to RPTA by the City of Phoenix. However, reimbursements will not be processed until final award by the Federal Transit Administration and execution of an IGA between the City of Phoenix and RPTA. RPTA will credit the City of Chandler for New Freedom Grant Funds reimbursements after RPTA receives these funds from the grant. The City of Chandler will receive such credit in the period that the grant funds are received in accordance with all terms of the Agreement and the attached Schedule B. Any unused New Freedom grant monies designated for Chandler will be made available for the following fiscal year(s) and can be used up to 30 months following the actual FTA award date.

The following section replaces and supersedes that section of the agreement entered into July 1, 2009:

The attached Schedule A replaces and supersedes Schedule A dated July 1, 2009.

The following Schedule is hereby added to the agreement entered into July 1, 2007, as amended:

The attached Schedule B.

The following Exhibit is hereby added to the agreement entered into July 1, 2007, as amended:

The attached Exhibit A.

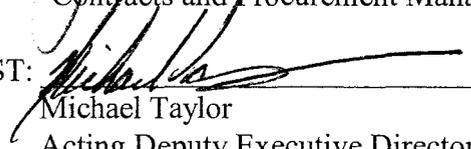
IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
Jay Tibshraeny  
Mayor

By:   
David A. Boggs  
Executive Director

ATTEST: \_\_\_\_\_  
Chandler City Clerk

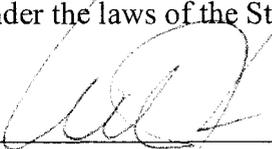
ATTEST:   
Jon Medwin  
Contracts and Procurement Manager

ATTEST:   
Michael Taylor  
Acting Deputy Executive Director  
Finance

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
For the City of Chandler

  
\_\_\_\_\_  
Attorney for RPTA

## SCHEDULE A

The City of Chandler agrees to participate and financially support the Alternative Transportation Services program for Fiscal Year 2010-2011. The City of Chandler shall fund this project in the amount of **\$76,000.00** for the period July 1, 2010 to June 30, 2011. The City of Chandler will pay for the project in twelve (12) monthly installments of **\$6,333.33**. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

### **FY 11 Ride Choice Estimate Based on Six Months Actuals** *City of Chandler*

*Revenues:*

2007 NF Alternative Transportation Grant	\$ 6,742
2008 NF Alternative Transportation Grant	\$ 22,500
2009 NF Alternative Transportation Grant	\$ 21,655
2009 NF Recurring Trips Grant	\$ 16,362
<hr/> Total New Freedom Grant Revenue	<hr/> \$ 67,259
City Contribution	\$ 76,000
<hr/> Total Revenue	<hr/> \$ 143,259

*Expenses:*

Total Reimbursement to Taxi Companies	\$ 54,612
Dialysis Voucher Program	\$ 64,201
Coupon Co-Pays Received	\$ (15,740)
Veolia Admin Costs	\$ 14,192
RPTA Admin & Marketing Costs	\$ 6,350
Total Transit Accessible Recurring Medical Trips	\$ 19,644
<hr/> Total Expenses	<hr/> \$ 143,259

**SCHEDULE B**

NEW FREEDOM

Chandler New Freedom Grant Funding

Grant Year	Project Name	Availability For Draw Down	Federal Funding	Fed. %	Required Local Match	Local %	Total
2007	Alternatives 1 <sup>st</sup> Year	July 08 and funds must be used before 12/12/10	\$8,650	50%	\$8,650	50%	\$17,300
2008	Alternatives 2 <sup>nd</sup> Year	Aug/Sept 2010 est.	\$22,500	50%	\$22,500	50%	\$45,000
2009	Super Senior	Mid to late calendar 2010	\$11,835	50%	\$11,835	50%	\$23,670
2009	Recurring Medical Trips	Mid to late calendar 2010	\$16,336	50%	\$16,336	50%	\$32,672
2009	Alternatives 3 <sup>rd</sup> year	Mid to late calendar 2010	\$50,000	50%	\$50,000	50%	\$100,000
2010	Alternatives 4 <sup>th</sup> year	Mid to late calendar 2011	\$40,000	40%	\$60,000	60%	\$100,000
2010	Recurring Medical Trips	Mid to late calendar 2011	\$16,964	20%	\$67,858	80%	\$84,822
Total			\$166,285		\$237,179		\$403,464

## EXHIBIT A

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as

amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

(10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42

U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.