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JUL 26 2007



**MEMORANDUM** Public Works Department – Council Memo No. TN08-02

**DATE:** JULY 26, 2007

**TO:** MAYOR & COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER  
DANIEL W. COOK, ACTING PUBLIC WORKS DIRECTOR *Due*

**FROM:** MIKE NORMAND, ACTING ASSISTANT PUBLIC WORKS DIRECTOR/  
TRANSPORTATION & OPERATIONS *For*

**SUBJECT:** RESOLUTION NO. 4081 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT TO PROVIDE SPECIAL NEEDS TRANSPORTATION SERVICES FOR SENIOR CITIZENS, PERSONS WITH DISABILITIES, AND LOW INCOME VETERANS FOR FISCAL YEAR 2007/08 IN AN AMOUNT NOT TO EXCEED \$125,000.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4081 approving an Intergovernmental Agreement with the Maricopa County Human Services Department to provide Special Needs Transportation Services for senior citizens, persons with disabilities, and low income veterans for fiscal year 2007/08 in an amount not to exceed \$125,000.

BACKGROUND AND DISCUSSION: The Maricopa County Human Services Department Special Transportation Services (STS) program provides special needs, door-to-door transportation for persons with disabilities, the senior citizens, and low-income Maricopa County residents. This is a shared-ride service and advance reservations are required. STS also provides transportation to the Chandler Senior Center and meal delivery to the homebound elderly and disabled.

In fiscal year 2006/07 STS provided approximately 6,600 special needs trips, and in fiscal year 2007/08 STS is projected to carry an estimated 7,600 special needs and Americans with Disabilities Act (ADA) certified trips. Through provisions in Proposition 400, the City can request reimbursement from Valley Metro for ADA certified trips provided by Maricopa County Special Transportation Services.

In May 2006, the City Council approved funding to support veterans' assistance programs including transportation to veterans' service centers for low-income veterans residing in

Chandler. Some of the service hours provided through this agreement will be used to support the veterans' assistance program.

This agreement will supplement dial-a-ride services currently provided through East Valley Dial-A-Ride and will increase the availability of dial-a-ride service to senior citizens, persons with disabilities, and low income veterans residing in the City of Chandler. In some cases the Maricopa County service will be more convenient for people traveling to medical appointments in Phoenix, as no transfer between service providers is required.

TRANSPORTATION COMMISSION: This agreement was reviewed at the June 21, 2007 meeting of the Transportation Commission and recommended for approval by a vote of 4 to 0.

FINANCIAL IMPLICATIONS:

Net City Cost: \$125,000.

Savings: Costs for ADA certified trips estimated at \$5,000 – \$10,000 are eligible for reimbursement with Proposition 400 funds.

Long Term Costs: N/A

Fund Source:

<u>Acct. No:</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>Funds</u>
216.3340.0000.5219	Local Transportation (Lottery)	Transit Operations	\$115,000.
101.1290.0000.5818	Non-Departmental	Veterans Services	\$10,000.

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4081 approving an Intergovernmental Agreement with the Maricopa County Human Services Department to provide Special Transportation Services for senior citizens, persons with disabilities, and low income veterans for fiscal year 2007/08 in an amount not to exceed \$125,000.

Attachments: Resolution No. 4081  
Intergovernmental Agreement



INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF CHANDLER  
AND MARICOPA COUNTY  
July 1, 2007 through June 30, 2008

THIS AGREEMENT, entered into by the CITY of Chandler, hereinafter referred to as CITY, and Maricopa County, hereinafter referred to 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 veterans 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, 2007, and shall terminate on June 30, 2008 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 \$125,000 at the per trip rate of \$16.26. 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. NOTICES

Notices shall be deemed effective upon receipt. Communication and details concerning this Agreement shall be directed to the following representatives:

**City of Chandler:**

Mike Normand  
Transportation Services Planning Manager  
City of Chandler  
Mail Stop 412  
P.O. Box 4008  
Chandler, AZ 85244-4008

**Maricopa County:**

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

V. 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.

VI. 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 receipt by the CONTRACTOR. 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 \$125,000, 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.

VII. BUDGET

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

VIII. CANCELLATION

This Agreement is subject to the provisions of A.R.S. 38-511.

IX. 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.

X. INDEMNIFICATION AND INSURANCE

The CONTRACTOR agrees to hold the CITY harmless from all claims and liability arising out of the activities of the CONTRACTOR, its agents, and employees engaged in the performance of provisions of this Agreement. CONTRACTOR warrants and represents that it is self-insured. Coverage through a self-insured program shall be sufficient to meet insurance requirements.

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

CITY:  
CITY OF CHANDLER

CONTRACTOR:  
MARICOPA COUNTY

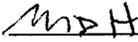
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY Attorney

\_\_\_\_\_  
Martin Demos  
MARICOPA COUNTY ATTORNEY  
Deputy County Attorney