

Add info #12

JUN 26 2008



**Chandler • Arizona**  
*Where Values Make The Difference*

**MEMORANDUM**

Public Works Department – Council Memo No. TN08-37

**DATE:** JUNE 24, 2008

**TO:** MAYOR & COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER  
PAT MCDERMOTT, ASSISTANT CITY MANAGER  
RJ ZEDER, PUBLIC WORKS DIRECTOR  
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR

**FROM:** MIKE NORMAND, TRANSPORTATION SERVICES & PLANNING  
MANAGER

**SUBJECT:** AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES  
DEPARTMENT TO PROVIDE TRANSPORTATION SERVICES FOR LOW  
INCOME VETERANS

This memorandum is in response to the questions raised in the Council Study Session of June 23 on Agenda Item 12.

In 2006, City Council approved funding to support veterans' assistance programs including transportation to veterans' service centers and medical facilities for low-income veterans residing in Chandler. Maricopa County Special Transportation Services administers the program that includes an application process to verify eligibility and makes arrangements for transportation. This will be the third year that transportation to the veteran's service centers has been included in the Maricopa County service agreement.

cc: CAPA



**Chandler • Arizona**  
*Where Values Make The Difference*

#12  
JUN 26 2008

**MEMORANDUM**

Public Works Department – Council Memo No. TN08-25

**DATE:** JUNE 26, 2008

**TO:** MAYOR & COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER  
RJ ZEDER, PUBLIC WORKS DIRECTOR  
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR

**FROM:** MIKE NORMAND, TRANSPORTATION SERVICES & PLANNING  
MANAGER

**SUBJECT:** RESOLUTION NO. 4184 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 2008/09 IN AN AMOUNT NOT TO EXCEED \$125,000.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4184 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 2008/09 in an amount not to exceed \$125,000.

BACKGROUND AND DISCUSSION: The Maricopa County Human Services Department Special Transportation Services (STS) program provides assisted, door-to-door transportation for persons with disabilities, the elderly, and low-income Maricopa County residents. This is a shared-ride service and advance reservations are required.

In fiscal year 2007/08 it is projected that STS will provide approximately 5,200 special needs and Americans with Disabilities Act (ADA) certified trips. The City is reimbursed with Proposition 400 funds for ADA certified trips. Approximately 20% of the dial-a-ride trips provided by Maricopa County Special Transportation Services are for ADA certified passengers.

In 2006, City Council approved funding to support veterans' assistance programs including transportation to veterans' service centers for low-income veterans residing in Chandler. Service hours provided through this agreement will also 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 May 21, 2008 meeting of the Transportation Commission and recommended for approval by a vote of 7-0.

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. 4184 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 2008/09 in an amount not to exceed \$125,000.

Attachments: Resolution No. 4184  
Intergovernmental Agreement

RESOLUTION NO. 4184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, 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 2008/09 IN AN AMOUNT NOT TO EXCEED \$125,000.

WHEREAS, the City of Chandler desires to provide transportation services to its senior citizens, persons with disabilities, and low income veterans; and

WHEREAS, the Maricopa County Human Services Department currently provides transportation services to senior citizens and persons with disabilities in the City of Chandler; and

WHEREAS, it is deemed in the best interest of the City of Chandler and the citizens thereof to continue provision of Maricopa County Human Services Department Special Transportation Services for fiscal year 2008/09.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute an Intergovernmental Agreement with the Maricopa County Human Services Department on behalf of the City of Chandler to provide Special Transportation Services for senior citizens, persons with disabilities, and low income veterans for fiscal year 2008/09 in an amount not to exceed \$125,000.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4184 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2008, and that a quorum was present thereat.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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

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, 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 \$125,000 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 FOR CONTRACTOR

The CITY agrees to hold the CONTRACTOR harmless from all claims and liability arising out of the activities of the CITY, its agents, and employees engaged in the performance of the provisions of this Agreement.

V. INDEMNIFICATION FOR CITY

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.

VI. 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 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

VII. 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.

VIII. 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 \$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.

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.

IX. 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.

X. BUDGET

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

XI. 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.

XII. 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.

XIII. 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 CHANDLER

CONTRACTOR:  
MARICOPA COUNTY

\_\_\_\_\_  
Mayor

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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



\_\_\_\_\_  
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