

8

JUL 30 2009



MEMORANDUM

Public Works Department – Memo No. TN-10-01

DATE: July 30, 2009

TO: MAYOR & COUNCIL

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

FROM: ANN MARIE RILEY, MANAGEMENT ASSISTANT 

SUBJECT: RESOLUTION NO. 4313 - APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR FIXED ROUTE BUS SERVICE FOR FISCAL YEAR (FY) 2009/10 IN THE AMOUNT OF \$491,533.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4313 approving an Amendment to the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for fixed route bus service for FY 2009/10 in the amount of \$491,533.

BACKGROUND AND DISCUSSION: In 2008, Council approved a five-year agreement with the provision for annual funding agreements with the RPTA (Valley Metro) for fixed route and express bus service through June 30, 2013. This is the first of four annual amendments to adjust for changes in operating costs and service levels. This amendment covers Chandler’s cost for fixed route bus service, and Proposition 400 funded bus services contracted by RPTA. The overall cost of service is higher this year as a result of higher fuel prices and facilities.

The new agreement includes express bus service weekdays from the Chandler Park and Ride to the State Capital utilizing the Loop 202 to I-10 freeways to downtown Phoenix. Four morning and evening peak hour trips are provided. Weekend service on Route 65 and Route 108 was eliminated because both of these routes had minimal riders on the weekends.

Table 1
Service Funding Information, Fiscal Years 2008/2009 – 2009/2010

Fiscal Year	08-09 (actual)	09/10 (estimate)
Chandler Funding	\$570,435	\$491,533
Proposition 400/Funding by Others	\$4,517,242	\$5,026,248
Total Fixed Route Funding	\$5,087,677	\$5,517,781
Total service miles in Chandler	1,100,439	1,090,103
Passenger Boardings	935,834	926,588

TRANSPORTATION COMMISSION: This agreement was reviewed at the June 18, 2009 meeting of the Transportation Commission and recommended for approval by a vote of 4-0.

FINANCIAL IMPLICATIONS:

Net City Cost: \$491,533
Savings: \$5,026,248 in transit service funded by Proposition 400
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	\$491,533

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4313 approving an Amendment to the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for fixed route bus service for FY 2009/10 in the amount of \$491,533.

Attachments: Resolution No.4313
Amendment Intergovernmental Agreement

RESOLUTION NO. 4313

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR FIXED ROUTE BUS SERVICE FOR FISCAL YEAR 2009/10 IN THE AMOUNT OF \$491,533.

WHEREAS, the City desires to provide fixed route transit services to its citizens; and

WHEREAS, an Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) is required to provide fixed route transit services; 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 Fixed Route Bus Service for FY 2009/10 in the amount of \$491,533 on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4313 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of _____, 2009 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

C. H. for

**TRANSIT SERVICE AGREEMENT
AMENDMENT**

Contract # 118-31-2010

As of the 1st day of July, 2009, this amends the following items of the Transit Service Agreement entered into between the City of Chandler and the Regional Public Transportation Authority, dated the 1st day of July, 2008 and as amended June 8, 2009.

The following section is hereby added to that section of the agreement entered into July 1, 2008.

SECTION 7: AMENDMENT

7.3 Route 136 Extension

The amount of funding for the extension of Route 136 south of Pecos Road is approximately \$785,260, annualized, and is based on the RPTA Board approved Transit Life Cycle Program (TLCP) update on June 18, 2009, but the service is not planned to be implemented at this time but will be implemented when the funding is available. The Executive Director has created a special Executive Director's TLCP Working Group that will comprise representatives from each of the member cities, including the City of Chandler, to further review the TLCP. Once the TLCP Working Group makes its recommendations to the RPTA Executive Director, and once the RPTA Board acts on the recommendations of the Executive Director, the service contemplated under this Agreement may be fully implemented if included in the RPTA Board action.

The following sections are hereby added to the agreement entered into July 1, 2008.

18. COMPLIANCE WITH THE E-VERIFY PROGRAM

Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

Federal Employment Verification Provisions – No Material Breach, A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

19. LEGAL COMPLIANCE AND PROHIBITION

To the extent applicable, RPTA and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CITY and RPTA each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CITY each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof. In addition, the parties each certify that it does not have a scrutinized business operation in either Iran or Sudan. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

The following sections replace and supersede those sections of the agreement entered into July 1, 2008.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2008.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2008.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day
of _____, 2009.

By: _____
Boyd W. Dunn
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

SCHEDULE A

Service Specifications

The following routes are funded in whole or in part by the City of Chandler and RPTA pursuant to this Agreement.

Routes

65
72
81
104
108
112
136
156
511
540
541
542

Route 65

Bus service Weekdays from Chandler Aquatic Center to Downtown Tempe/ASU along Kyrene/Mill Ave. On average, weekday service is provided every 30 minutes from 6:00 am to 8:40 pm.

Route 72

Bus service Weekdays, Saturday, and Sunday from Chandler Fashion Center to Mayo Blvd along Rural/Scottsdale Road. On average, weekday service is provided every 15 minutes from 5:30 am to 6:00 pm and every 30 minutes from 6:00 pm to Midnight. Saturday service is provided every 30 minutes between 5:30 am to midnight. Sunday service is provided every 30 minutes from 6:00 am to 10:30pm.

Route 81

Bus service Weekdays from Chandler Fashion Center to the Scottsdale Airpark along Hayden/McClintock. On average, service is provided every 30 minutes during peak hours and every hour during non-peak hours from 5:30 am to 8:00 pm.

SCHEDULE A Cont.
Service Specifications

Route 96

Bus service Weekdays, Saturday, and Sunday from Riverview Shopping Plaza and Snediger Recreation center along Dobson Road. On average, weekday service is provided every 30 minutes from 5:30 am to 11:00pm. Saturday service is provided every 30 minutes between 5:30 am to 11:00pm. Sunday service is provided every 30 minutes from 5:30 am to 11:00pm.

Route 104

Bus service weekdays from Arizona Ave. and Frye Roads to Downtown Mesa along Alma School Road. On average, service is provided every 30 minutes from 5:30 am to 8:30 pm weekdays.

Route 108

Bus service weekdays from Arizona Mills Mall to Superstition Springs center along Elliot Rd. On average, service is provided every 60 minutes between 5:30am to 6:30 pm .

Route 112

Bus service weekdays from Arizona Ave. and Frye Roads to Center and McKellips in Mesa along Country Club and Arizona Ave. On average, service is provided every 30 minutes from 6:00 am to 7:30 pm weekdays.

Route 136

Bus service Weekdays, Saturday, and Sunday from Gilbert Road between McKellips Road and Chandler Gilbert Community College in Chandler. The routes are at a 30 minute frequency on weekdays and Saturday. On weekday the route operates from approximately 4:30am and 6:30pm. On Saturday, the route operates from approximately 7:30am and 6:30pm.

Route 156

Bus service Weekdays, Saturday, and Sunday from 54 Street to ASU Polytechnic Campus along Chandler Blvd, serving Chandler Fashion Center, Chandler-Gilbert Community College, Gilbert Mercy Hospital and ASU Polytechnic Campus. On average, weekday service is provided every 30 minutes from 5:00 am to 11:00 pm. Saturday service is provided every 30 minutes between 5:00 am to 11:00 pm. Sunday service is provided every 30 minutes from 5:00 am to 11:00 pm.

SCHEDULE A Cont.
Service Specifications

Express Route 511

Scottsdale Chandler Express from Scottsdale Airpark to Chandler Park & Ride operating bi-directional during peak hours 4:00 am to 4:00 pm, two (2) in each direction.

Express Bus 540

Express bus service weekdays from Chandler Park & Ride, utilizing either Dobson Road to downtown Phoenix or 202 to I-10 to downtown Phoenix. Four morning and evening peak hour trips are provided.

Express Bus 541

Express bus service weekdays from Chandler Park and Ride, utilizing either Alma School Road to downtown Phoenix or the 202 to I-10 to downtown Phoenix. Four morning and evening peak hour trips are provided.

Express Bus 542

Chandler/Downtown Express bus service weekdays from Chandler Park-and-Ride to the State Capital utilizing the 202 to I-10 to downtown Phoenix. Four morning and evening peak hour trips are provided.

SCHEDULE B

1. Conventional Transit Services

(a) Regional Bus Service **\$5,026,248** (including express)

The above line represents the value of transit service paid for by the RPTA, in the City of Chandler. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

RPTA Funded Service in the City of Chandler

Contract Estimate for FY 2009-10

Weekday Service					
Jurisdiction	Route	Miles	Costs	Fares	Net Cost
Chandler	72	107,315	\$626,720	\$61,119	\$565,601
Chandler	81	24,993	\$145,959	\$16,829	\$129,130
Chandler	96	225,057	\$1,253,567	\$40,221	\$1,213,346
Chandler	104	52,249	\$291,027	\$36,937	\$254,090
Chandler	112	43,187	\$240,552	\$52,854	\$187,698
Chandler	136	16,402	\$91,359	\$2,743	\$88,616
Chandler	156	248,701	\$1,385,265	\$134,899	\$1,250,366
Chandler	511	21,576	\$124,494	\$3,004	\$121,490
Chandler	540	15,761	\$90,941	\$9,771	\$81,170
Chandler	541	18,613	\$107,397	\$41,859	\$65,538
Chandler	542	13,241	\$76,401	\$11,458	\$64,943
Total Weekday		787,095	\$4,433,681	\$411,694	\$4,021,987
Saturday Service					
Jurisdiction	Route	Miles	Costs	Fares	Net Cost
Chandler	72	12,985	\$75,832	\$7,473	\$68,359
Chandler	96	34,392	\$191,563	\$5,928	\$185,635
Chandler	136	2,504	\$13,947	\$4,121	\$9,826
Chandler	156	44,844	\$249,781	\$16,062	\$233,719
Total Saturday		94,725	\$531,124	\$33,584	\$497,540
Sunday Service					
Jurisdiction	Route	Miles	Costs	Fares	Net Cost
Chandler	72	13,415	\$78,344	\$7,586	\$70,758
Chandler	96	39,113	\$217,859	\$3,294	\$214,565
Chandler	156	50,999	\$284,064	\$12,074	\$271,990
Total Sunday		103,527	\$580,267	\$22,954	\$557,313
Total Chandler Service ⁹⁸		5,347	\$5,545,072	\$468,232	\$5,076,840
Alternative Fuel Credit			(\$47,804)		(\$47,804)
Associated Capital Maintenance			(\$2,788)		(\$2,788)
Net Service Provided to Chandler		985,347	\$5,494,480	\$468,232	\$5,026,248

2. Local Transportation Assistance Funds
(1/3 transit expenditure requirement)

\$355,332

SCHEDULE C

For the period July 1, 2009 to June 30, 2010 the City of Chandler will pay the Regional Public Transportation Authority **\$491,533** for bus service on Routes 65, 81, 104, 108, 112, and 542 in Chandler.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule C shall consist of twelve (12) monthly installments of **\$40,961.08** commencing July 1, 2009 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

RPTA Contracted Service Funded by City of Chandler

Contract Estimate for FY 2009-10

Weekday Service					
Jurisdiction	Route	Miles	Costs	Fares	Net Cost
Chandler	65	27,981	\$163,409	\$15,342	\$148,067
Chandler	81	7,468	\$43,613	\$5,029	\$38,584
Chandler	104	22,017	\$122,635	\$15,565	\$107,070
Chandler	112	11,558	\$64,378	\$14,145	\$50,233
Chandler	108	21,467	\$125,367	\$10,388	\$114,979
Chandler	542	4,413	\$25,463	\$3,819	\$21,644
Tempe	542	5,412	\$31,227	\$4,683	\$26,544
Phoenix	542	4,440	\$25,619	\$3,842	\$21,777
Total Weekday		104,756	\$601,711	\$72,813	\$528,898
Total Chandler Service		104,756	601,711	72,813	528,898
Alternative Fuel Credit -- Tempe			(\$21,483)		(\$21,483)
Associated Capital Maintenance -- Temp			(\$1,253)		(\$1,253)
Alternative Fuel Credit -- RPTA			(\$2,157)		(\$2,157)
Associated Capital Maintenance -- RPTA			(\$5,020)		(\$5,020)
Fare Increase Adjustment				\$7,452	(\$7,452)
Net Cost to Chandler		104,756	\$571,798	\$80,265	\$491,533