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JUL 30 2009



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

**MEMORANDUM**

Public Works Department – Memo No. TN10-03

**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. 4314 - APPROVING AN AMENDMENT 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 2009/10 IN AN AMOUNT NOT TO EXCEED \$50,000.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4314 approving an Amendment 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 2009/10 in an amount not to exceed \$50,000.

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 and FY 2008/09. Staff recommends continuing the Cab Coupon Program through FY 2009/10 in an amount not to exceed \$50,000.

This program, modeled after successful cab subsidy programs in Mesa and Scottsdale, 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 at a nominal co-pay of \$2.50 for one book, valued at \$10. The coupons can then be applied toward the fares of participating cab companies. Coupons can be purchased by calling Valley Metro for those who qualify. Participants have utilized 1,783 cab

trips from July 1, 2008 through April 2009, providing an estimated savings to the City of about \$63,000 in the Dial-A-Ride program. The amount of cab trips more than doubled from last year.

However, Dial-A-Ride is providing additional trips, thus utilizing this fund savings for additional service to our citizens.

TRANSPORTATION COMMISSION: This agreement was reviewed at the June 18, 2009 meeting of the Transportation Commission and recommended for approval by a vote of 5-0.

FINANCIAL IMPLICATIONS:

Net City Cost: \$50,000.  
Savings: N/A  
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	\$50,000.

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4314 approving an Amendment 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 2009/10 in an amount not to exceed \$50,000.

Attachments: Resolution No.4314  
Graph of Cab Trips Utilized  
Amendment Intergovernmental Agreement

RESOLUTION NO. 4314

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) TO PROVIDE ALTERNATIVE TRANSPORTATION SERVICES (CAB COUPON) FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES FOR FY2009/10.

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 FY2009/10; and

WHEREAS, an Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) is required to operate the Alternative 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 FY2009/10 not to exceed the amount of \$50,000 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. 4314 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

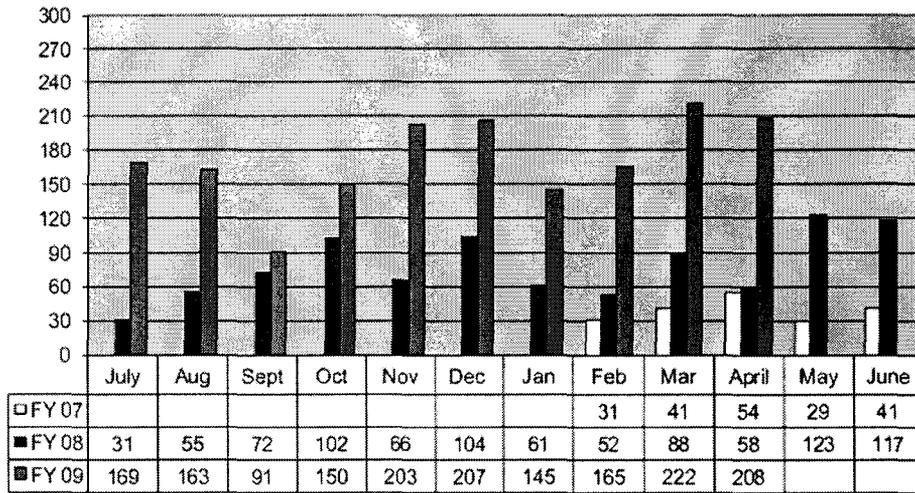
APPROVED AS TO FORM:

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

*CH for*



## Chandler- Cab Trips



**INTERGOVERNMENTAL  
AGREEMENT AMENDMENT  
The REGIONAL PUBLIC TRANSPORTATION AUTHORITY  
AND  
CITY OF CHANDLER**

**CONTRACT No. 118-33-2010**

**(Funding Agreement – Alternative Transportation Services 09-10)**

As of the 1st day of July 2009, 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.

The following section is hereby added to the agreement entered into July 1, 2007.

**SECTION 3 GENERAL PROVISIONS**

**M. 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.

**N. 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 section replaces and supersedes that section of the agreement entered into July 1, 2008.

The attached Schedule A replaces and supersedes Attachment A dated 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

**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 *CH ja*

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

SCHEDULE A

The City of Chandler agrees to participate and financially support the Alternative Transportation Services program for Fiscal Year 2009-2010. The City of Chandler shall fund this project in the amount of \$50,000.00 for the period July 1, 2009 to June 30, 2010. The City of Chandler will pay for the project in twelve (12) monthly installments of \$4,166.67. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

**East Valley Ride Choice Budget**

<b>Revenue</b>	<b>Mesa</b>	<b>Chandler</b>	<b>Gilbert</b>	<b>Scottsdale</b>	<b>Tempe</b>	<b>TOTAL</b>
Cities Contribution	\$350,000	\$50,000	\$20,000	\$15,000	\$50,000	\$485,000
Contribution from FF 08 NF Grant	\$50,000					\$50,000
Contribution from FF 09 NF Grant ( Super Senior)	\$38,700					\$38,700
Contribution from FF 09 NF Grant (Recurring Trips)	\$53,000					\$53,000
Contribution from FF 08 NF Grant (About Care, Mileage)		\$36,000	\$13,000			\$49,000
Contribution from FF 08 NF Grant (Travel Training)				\$15,000	\$15,000	\$30,000
Co-Pay Revenue Coupons (\$0.30 per \$1.00 coupon for Mesa and \$0.25 per \$1.00 coupon other cities)	\$60,000	\$14,585	\$4,190	\$0	\$13,791	\$92,566
<b>Total Revenue</b>	<b>\$551,700</b>	<b>\$100,585</b>	<b>\$37,190</b>	<b>\$30,000</b>	<b>\$78,791</b>	<b>\$798,266</b>

Scottsdale's funding from excess PTF

<b>Expenses</b>	<b>Mesa</b>	<b>Chandler</b>	<b>Gilbert</b>	<b>Scottsdale</b>	<b>Tempe</b>	<b>TOTAL</b>
Expected Taxi Company Bill*	\$162,524	\$47,409	\$13,620	\$0	\$44,827	\$268,380
Payments to Participants for Mileage Reimbursement	\$156,632					\$156,632
Total Reimbursement to Taxi Companies or Participants	\$319,156	\$47,409	\$13,620	\$0	\$44,827	\$425,012
Veolia Administrative Costs	\$182,600	\$13,488	\$8,300	\$0	\$3,113	\$207,500
About Care		\$36,000	\$13,000			\$49,000
RPTA Admin, Printing, & Marketing Costs	\$49,944	\$3,689	\$2,270	\$0	\$851	\$56,754
Travel Training	\$0	\$0	\$0	\$30,000	\$30,000	\$60,000
<b>Total Expenses</b>	<b>\$551,700</b>	<b>\$100,585</b>	<b>\$37,190</b>	<b>\$30,000</b>	<b>\$78,791</b>	<b>\$798,266</b>
<b>Budgeted Taxi Coupons Available</b>	<b>200,000</b>	<b>58,340</b>	<b>16,761</b>	<b>0</b>	<b>55,163</b>	

\* We estimate 81.3% of the Taxi Coupons purchased will be redeemed. Based on current FY 09 data