

**RESOLUTION NO. 2010-37**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AUTHORIZING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO BUS TRANSIT SERVICE.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Third Amendment to the Intergovernmental Agreement between the Town of Fountain Hills and the Regional Public Transportation Authority relating to public transportation services (the "Third Amendment") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Third Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, Arizona, September 16, 2010.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

  
\_\_\_\_\_  
Jay T. Schlum, Mayor

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Richard L. Davis, Town Manager

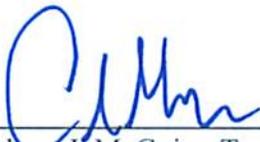
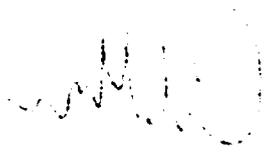
  
\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2010-37

[Third Amendment to the Intergovernmental Agreement]

See following pages.

A handwritten signature in dark ink, appearing to be a cursive name.A handwritten signature in dark ink, appearing to be a cursive name.A handwritten signature in dark ink, appearing to be a cursive name.A handwritten signature in dark ink, appearing to be a cursive name.

## **ADA PARATRANSIT SERVICE AGREEMENT AMENDMENT**

**Contract # 124-34-2011**

As of the 1st day of July 2010, this amends the following items of the ADA Paratransit Service Agreement entered into between the Town of Fountain Hills and the RPTA, dated the 1st day of July, 2007 as amended July 1, 2008, and July 1, 2009.

The following subsections are added to the agreement entered into July 1, 2007, as amended July 1, 2008, and July 1, 2009.

### **SECTION 18: E-VERIFY**

Effective Sept. 8, 2009, Federal contractors and subcontractors will be required to use the E-Verify system to verify their employees' eligibility to work in the United States if their contract includes the Federal Acquisition Regulation (FAR) E-Verify Clause. E-Verify, which compares information from the Employment Eligibility Verification Form (I-9) against federal government databases to verify workers' employment eligibility, is a free web-based system operated by DHS in partnership with the Social Security Administration (SSA). The system facilitates compliance with federal immigration laws and helps to deter unauthorized individuals from attempting to work and also helps employers avoid employing unauthorized aliens. The Federal Acquisition Rule; Case 2007-013; Employment Eligibility Verification extends use of the E-Verify system to covered federal contractors and subcontractors, including those who receive American Recovery and Reinvestment Act funds. Applicable federal contracts awarded and solicitations issued after September 8, 2008 will include a clause committing government contractors to use E-Verify. Companies awarded a contract with the E-Verify clause on or after Sept. 8 will be required to enroll in E-Verify within 30 days of the contract award date. E-Verify must be used to confirm that all new hires, whether employed on a federal contract or not, and existing employees directly working on these contracts are legally authorized to work in the United States. RPTA may request unredacted e-verify forms and other documentation to insure compliance with this requirement.

### **SECTION 19: LEGAL COMPLIANCE**

To the extent applicable, RPTA and CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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.

The following section replaces and supersedes that section of the agreement dated July 1, 2009.

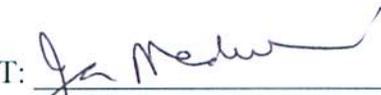
The attached Schedule A replaces and supersedes Schedule A dated July 1, 2009.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16 day of September, 2010.

By:   
Jay Schlum  
Mayor

By:   
David A. Boggs  
Executive Director

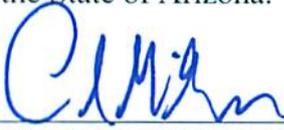
ATTEST:   
Beverly Bender  
Fountain Hills Town Clerk

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 Town of Fountain Hills



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

## **SCHEDULE A**

For the period of July 1, 2010 to June 30, 2011 it is estimated that the Town of Fountain Hills may request reimbursement from Regional Public Transportation Authority for a maximum of \$4,731.00 for service consumed by RPTA ADA certified paratransit riders in Fountain Hills. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2010-2011 budget by the RPTA Board of Directors.

Total reimbursements to the Town will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

Reimbursements must be requested by TOWN on a PTF Reimbursement Request Form, Attachment A, and certified by the TOWN's chief financial officer or designee. RPTA will reimburse TOWN within thirty (30) business days based upon availability of funds. TOWN may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

**ATTACHMENT A**

**Regional Public Transportation Authority  
PTF Expenditure Reimbursement Request**

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$ <input type="text"/>
REMAINING FUNDING	\$ -	\$ -

**REQUIRED SIGNATURE**

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

**CERTIFICATION**

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

**Instructions**

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

	<i>For RPTA use only</i>
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer