

RESOLUTION 2017-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO TRANSIT SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to transit services (the "Amendment") is hereby approved in substantially the form and substance 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 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 19, 2017.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:



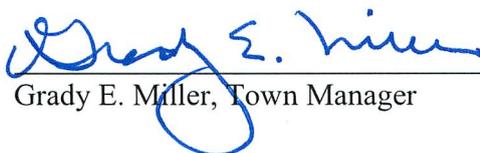
Linda M. Kavanagh, Mayor



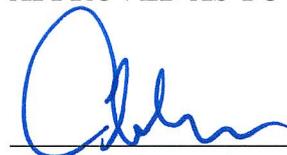
Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Grady E. Miller, Town Manager



Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2017-26

[Amendment]

See following pages.

**TRANSIT SERVICES AMENDMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 124-75-2018**

THIS AMENDMENT dated this 1st day of July, 2017, amends the following items of the Transit Service Agreement Contract # 124-75-2017 entered into between the Town of Fountain Hills and the Regional Public Transportation Authority, dated the 1st day of July 2014 as amended July 1, 2015 (collectively, the Agreement”).

1. The following Sections of the Agreement dated July 1, 2014 are hereby amended to read as follows:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

Ride Choice Program (Schedule D) This program includes the RideChoice Fare Card and the RideChoice Medical Trip Card. The programs are for seniors 65 years of age and over, and individuals with disabilities. The RideChoice Fare Card allows qualified residents of participating communities to travel using any participating transportation provider for a specified amount of service per month, at a significantly reduced cost. Each participating community establishes the level of subsidy which it will provide for its residents. The RideChoice Medical Trip card allows qualified residents of participating communities to travel to and from life-sustaining medical services such as dialysis, chemotherapy or radiation treatments at no cost. Each participating community pays 100% of the cost of this service for its residents. This program is being phased out over time and is only available for residents who are already receiving the service.

SECTION 3. RPTA'S OBLIGATIONS:

With respect to the services provided hereunder, RPTA, shall:

- a. Negotiate and coordinate the implementation of operating agreements;
- b. Provide Fixed Route Bus, Paratransit Services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;
- c. Provide marketing and merchandising of services;
- d. Draft and secure approval for annual operating budgets;
- e. Plan for, prepare changes, and amend service specifications;
- f. Invoice the Member on either a monthly or quarterly basis (as agreed upon by the parties) for service(s) provided to the members, based on a methodology determined by Valley Metro and its member jurisdictions;
- g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA on behalf of the member jurisdiction;
- h. Establish and maintain an informal working group where Valley Metro staff, staff from the member jurisdiction and other participating member jurisdictions and other appropriate parties can coordinate and monitor service and resolve service and contractual performance issues;
- i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- j. Credit Member up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- k. Provide and manage a complaint resolution process;
- l. Recommend service specifications in consultation with the Member;
- m. Provide monthly reports on ridership, revenue collected, and applicable performance standards on a frequency to be agreed upon between the parties;

- n. Accept, research, resolve and report on customer complaints, using the Valley Metro Complaint Administration System (CAS).

3.2 RPTA will use its best efforts to provide a financial reconciliation within 30 calendar days of the end of each quarter for informational purposes. A reconciliation of all costs of service (including any administrative fees) shall be conducted after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation within 60 calendar days after the end of the fiscal year. If it is found that Member has paid more than its share of the costs of service, RPTA shall credit such overpayment to Member on its next invoice or refund the money to the Member at the Member's option. If Member has under paid its share of the cost of services, RPTA shall invoice the underpayment to Member. Member shall pay all invoices submitted by RPTA within 30 days.

3.3 The RPTA and the Member may conduct service and financial audits, as required, of any Services provided hereunder.

3.4 The RPTA shall provide program-related data and reports on a monthly basis. Reports shall be prepared in a format agreed upon between the parties and shall include a sufficient level of detail so as to permit either party to verify the amount and cost of service provided to all riders, the amount and cost of service provided to individuals with disabilities who are ADA paratransit eligible, and to enable the parties to measure the extent to which each service provider is meeting contractual requirements and performance standards.

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

3.6 RPTA shall notify Member of authenticated operations incidents as soon as practicable.

SECTION 4. Member's OBLIGATIONS:

4.1 With respect to the services provided hereunder, Member, shall:

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
- b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor and generally administer the service within the member's community.
- c. Work with Valley Metro staff (as necessary) to research and resolve complaints made by residents of member's community. Although a resident who wishes to file a formal complaint about Valley Metro provided services should be referred to Valley Metro, member acknowledges that it may receive complaints directly.
- d. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any working group established to provide guidance to Valley Metro for services provided hereunder.
- e. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
- f. The Member may purchase and install bus stop signs and associated amenities;
- g. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member may either terminate this Agreement pursuant to Section 7, D of Members Agreement # 124-75-2015 or, make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 2 of this agreement.

4.4 Provide a written ninety (90) calendar day notice for major service changes.

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

2. The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2015.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2015.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2015.

3. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

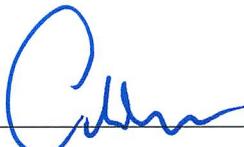
By: _____
Michael J. Minnaugh, General Counsel

TOWN OF FOUNTAIN HILLS (MEMBER)

By: 
Grady E. Miller, Town Manager

By: 
Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:

By: 
Andrew McGuire, Member Attorney

SCHEDULE “D” – RIDE CHOICE

The Town of Fountain Hills agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2017-2018. The Town of Fountain Hills shall fund this project in the amount of **\$0.00** for the period July 1, 2017 to June 30, 2018. The Town of Fountain Hills will pay the RPTA for the project in twelve (12) monthly installments of **\$0.00**. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

**Town of Fountain Hills
Alternative Transportation Program
Fiscal Year 2017-2018**

Funding:

Coupon Revenue	\$3,132
New Freedom Grants	0
PTF ADA Funds	13,475
City Contributions	0
Total Funding	\$16,607

Expenditures:

Alternative Transportation Program	\$12,910
Dialysis Voucher Program	0
Program Cost	\$12,910
Agency Staff, Overhead, Program Mgmt.	3,697
Total Expenditures	\$16,607

Within 60 days of the close of the fiscal year, Valley Metro will conduct a final reconciliation of the RideChoice program to determine the actual number of trips by city and total expenditures billable to each participating City. Valley Metro will use this analysis to determine whether any cities have overpaid or underpaid based on the actual service provided. In the event that either party owes the other, Valley Metro will either pay the City or invoice the City within 30 calendar days of acceptance of the final reconciliation by both parties. The City has 30 calendar days to pay invoices pertaining to this program.

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2017 to June 30, 2018 the maximum amount of Public Transportation Funds (PTF) available for the Town of Fountain Hills is **\$13,475.00** The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by Town for other ADA certified rider eligible expenses, 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.

Maximum amount	FY 2017-18	\$13,475.00
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