



Item #: E.

**Town Council Regular Session**

**Date: 01/05/2011**

**Requested by:** Aimee Ramsey, Transit Services Administrator  
**Submitted By:** Aimee Ramsey, Development Infrastructure Services  
**Department:** Development Infrastructure Services

---

**Information**

**SUBJECT:**

Resolution No. (R)11-02, Authorizing and Approving an Intergovernmental Agreement Between the Regional Transportation Authority (RTA) of Pima County and the Town of Oro Valley for Regional Circulator Transit Service Improvements.

**RECOMMENDATION:**

The Transit Services Administrator and Town Engineer recommend that Council approve the intergovernmental agreement (IGA) with the RTA and begin operation of Sun Shuttle dial-a-ride regional service on February 14, 2011. Approval of this IGA will provide an integrated solution to address the constraints recently experienced by our Coyote Run transit service. In addition, this new service will provide transit service to the general public, thus expanding service options to all in need of alternative transportation. In order to ensure delivery of an effective and efficient transit service, this service will be continually monitored and modified as needed.

**EXECUTIVE SUMMARY:**

For FY 2010/11 the State Legislature repealed Local Transportation Assistance Funding (LTAF), impacting the Town's ability to provide Coyote Run transit service. With a reduction in work force of 27%, demand for Coyote Run service exceeds capacity, on average, 47% of the time (See Attachment 2).

Over the past few months discussions and negotiations have taken place with the Regional Transportation Authority (RTA) regarding the future of transit in Oro Valley. On June 16, 2010, options were presented to Council outlining the possibility of Coyote Run operating (in partnership with the RTA) dial-a-ride Sun Shuttle service to provide additional transit services within Oro Valley to alleviate some service demands on Coyote Run. The proposed service, a tentative timeline, and an intergovernmental agreement specifying service delivery and payment mechanisms are included for your review.

**BACKGROUND OR DETAILED INFORMATION:**

This Sun Shuttle proposal overlays a general public dial-a-ride service over the existing Coyote Run. Sun Shuttle service, operated by the Town's transit division, would provide a general public transportation service within a defined Northwest service area, Zone A (See Attachment 3). All trips within the area would be assigned to the Sun Shuttle service. With two operational vehicles and one spare dedicated to providing an additional 22.5 hours of transit service per day, additional capacity on Coyote Run is created to meet unmet service demands. Service characteristics and fares on Sun Shuttle will be set by the RTA Regional Council.

The Town will dedicate three Coyote Run vehicles to this effort. The vehicles will be re-branded with the Sun Shuttle look (See Attachment 4). The RTA will install regional fare collection systems on these vehicles promoting the regional fare program. Five (5) 19-hour relief driver positions will need to be filled to run this service.

This agreement will give the Town the ability to provide a new level of transit service while reducing some of the demand on Coyote Run. This IGA will provide for service enhancement and will have a positive impact on the Coyote Run service.

**FISCAL IMPACT:**

The Town will be reimbursed at a rate of \$45.00 per hour, less user fees. It is anticipated that the Town will be reimbursed \$74,762 from the RTA for operating the Sun Shuttle service during fiscal year 2010/11. The Town's contribution, in the amount of \$27,202, is already programmed in the base budget. The management, dispatching and supervision for the Sun Shuttle service will be covered by existing staff and will not add additional overhead costs.

This service change does not reduce the Town's \$300,000 general fund contribution to Coyote Run. However, it positions the Town to transition into a regional service provider. The future of transit services is a vision of seamless regional mobility and access available to a larger segment of the population. Without this proposed partnership, the Town will not reap the benefits of regionalization and cost sharing.

**SUGGESTED MOTION:**

I MOVE to approve Resolution No. (R)11-02, Authorizing and Approving an Intergovernmental Agreement between the Regional Transportation Authority (RTA) of Pima County and the Town of Oro Valley for Regional Circulator Transit Service Improvements.

OR

I MOVE to...

---

**Attachments**

Link: [Resolution R11-02 Sun Shuttle](#)

Link: [IGA Sun Shuttle Services](#)

Link: [Attachment 2 - Service Constraints](#)

Link: [Attachment 3 - Service Area Map](#)

Link: [Attachment 4 - Vehicle Branding](#)

Link: [Sun Shuttle Highlights](#)

---

**RESOLUTION NO. (R) 11-02**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR REGIONAL CIRCULATOR TRANSIT SERVICE IMPROVEMENTS**

**WHEREAS**, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

**WHEREAS**, the Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

**WHEREAS**, A.R.S. § 48-5301, *et seq.* authorizes the Regional Transportation Authority (RTA) to act as a regional taxing authority for the purpose of funding multi-model transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona on May 16, 2006; and

**WHEREAS**, a Regional Transportation Fund was established by the Arizona Legislature pursuant to A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan; and

**WHEREAS**, the RTA is authorized by A.R.S. §§ 48-5304(16) and 48-5308 to administer and distribute the regional transportation funds to the members of the RTA in furtherance of that purpose to fund those projects or programs identified in the Plan; and

**WHEREAS**, the Town of Oro Valley and the RTA may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. 11-952; and

**WHEREAS**, the Town desires to enter into an Intergovernmental Agreement (“IGA”) with the Regional Transportation Authority (“RTA”) of Pima County to operate in partnership with the RTA a dial-a-ride Sun Shuttle service to provide additional transit services to the Town; and

**WHEREAS**, the IGA will allow the Town the ability to provide a new level of transit service while reducing some of the demand for the Coyote Run service; and

**WHEREAS**, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, with the Regional Transportation Authority of Pima County in order to set forth the responsibilities of the parties for regional circulator transit service improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Oro Valley, Arizona that the Intergovernmental Agreement by and between the Regional Transportation Authority of Pima County and the Town of Oro Valley for regional circulator transit service improvements, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

**NOW, BE IT FURTHER RESOLVED** that the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Agreement.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona this 5<sup>th</sup> day of January, 2011.

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

\_\_\_\_\_  
Tobin Rosen, Town Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT “A”**

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT  
BETWEEN  
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY  
AND  
THE TOWN OF ORO VALLEY  
FOR  
REGIONAL TRANSIT SERVICE IMPROVEMENTS:  
PROJECT 48B –CIRCULATOR TRANSIT SERVICES IMPROVEMENTS**

This Agreement (hereinafter “the Agreement”) is entered into by and between the Regional Transportation Authority of Pima County (“RTA” or “the Authority”), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and the Town of Oro Valley, a political subdivision of the State of Arizona (“the Lead Agency”) pursuant to A.R.S. § 11-952.

**RECITALS**

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-model transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.
- B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.
- C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.
- D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority shall coordinate the implementation of the Plan among the local jurisdictions.
- E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.
- F. The Authority is authorized by A.R.S. § 48-5304 (16) and § 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. It is the policy of the Authority to require that a lead agency be identified and an intergovernmental agreement (IGA) be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.
- H. The Town of Oro Valley has been identified as the Lead Agency for the Project and will be responsible for all aspects of project implementation including, but not limited to: planning, project management, risk management, design, right of way acquisition, service delivery and operation, administration, advertisement, award, execution and administration of the Project.

- I. The Lead Agency is authorized by A.R.S. Title 9, and its Mayor and Council, to oversee design, operation, and management of RTA-funded transit services within the Lead Agency's jurisdictional boundaries.
- J. The Lead Agency may have a legal contract with one or more jurisdictions within Pima County empowering the Lead Agency to perform transit service and improvements outside the Lead Agency's jurisdictional boundaries.
- K. The Lead Agency and the Authority wish to cooperate in the design, construction, operation and management of transit service and improvements as identified in the Coyote Run Service Expansion.
- L. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.
- M. The Authority intends to fund the Project under the terms and conditions contained in this Agreement and has entered into this Agreement for that purpose.
- N. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the Town of Oro Valley and the Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

### **AGREEMENT**

**1. Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the design, construction, maintenance, operation, and management of the Project, as defined in Exhibit A, and to address the legal and administrative matters among the parties.

**2. Circulator Transit Service.** The proposed circulator transit service is to operate in a call and ride service mode with connections to the regional transit services This service is more fully depicted in the attached Exhibit(s), including the following:

- a) Detailed Service scope and schedule.
- b) Service budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.
- c) Total amount of RTA funding allowed for the Service plus a breakdown of any other regional, local, federal or state funding available.
- d) Designation of Service implementation phases, if applicable, and any additional related agreements.
- e) Estimated service start date and duration of Service.
- f) Projected cost reimbursement timeline.
- g) Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests.

**3. Effective Date; Term.** This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder, and shall continue in effect for the duration of service proposed in Exhibit A. Expenditures for approved RTA projects made prior to the filing of this Agreement may be eligible for reimbursement.

**4. Responsibilities of the Lead Agency.**

- a. The Lead Agency shall be responsible for the design, construction and/or operation of the Project in accordance with this Agreement and all applicable public transit facility design and construction standards, RTA minimum equipment specifications, Americans with Disability Act (ADA) policies and standards, and Federal Transit Administration (FTA) policies and standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety, accessibility, service operations, or public works facilities design. Examples of standards include: ADA design guidelines for accessible transit vehicles; facilities, and bus stops; ADA rider eligibility policies; FTA vehicle procurement requirements; and FTA guidelines for the design of vehicle maintenance facilities, park-and-ride facilities, and bus stops.
- b. The Lead Agency shall adhere to all policies adopted by the RTA for seamless transit service delivery.
- c. The Lead Agency shall perform public outreach prior to the initiation of this service or changes to the service once the service has been established. The Lead Agency shall coordinate its public outreach efforts with the Authority and other transit providers to ensure consistent public information is provided and adhere to all federal requirements.
- d. If consultants or contractors are employed to perform any portion of the Service, the Lead Agency shall be responsible for the contracts for design, construction, operation, and administration of the Service and shall select the consultants and contractors to be used on the Service. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments.
- e. Any changes to the Service which would result in the final project cost deviating, by ten or more percent, from the Authority's budget amount for the Service, must be approved by the Authority in advance of any changes being made, regardless of the fact that the Authority will not be paying for them.
- f. The Lead Agency will be responsible for assuming all risks associated with the Service except those that are assigned to another agency or jurisdiction that has agreed to that assumption.
- g. The Lead Agency shall require its contractors performing any portion of the Service to name the Authority as additional insured and additional indemnitee in all of the Lead Agency's contracts for the Service. The Lead Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance

- h. The Lead Agency shall be responsible for preparing and submitting to the Authority, within the first week of each month or as otherwise specified herein, invoices for payment signed by a duly authorized representative of the Lead Agency and which include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. The Lead Agency must retain and certify all vendor receipts, invoices and any related Service records as needed and ensure that they are available for review for a minimum of five (5) years after final payment is made unless otherwise specified herein.
- i. The Lead Agency shall be responsible for submitting a status report describing its progress and adherence to the Service scope, schedule and budget with each request for payment.

**5. Responsibilities of Authority.**

- a. Upon receipt of authorized payment requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified herein. It is acknowledged that the amount identified in Exhibit A is an estimated cost. Actual reimbursements may be less than or greater than the amount reflected in Exhibit A. All payments and reimbursements shall follow the policies outlined in the RTA's Administrative Code.
- b. The reimbursement rate will be at a net cost per hour, negotiated bi-annually. The net cost per hour is derived from competitively bid RTA services on similar routes, less farebox revenue credit per hour and less any federal assistance credit per hour as calculated based on budgeted service specific expenditures and revenues. Other RTA direct costs may be included in Lead Agency billings. Other RTA direct costs are generally of a non-recurring nature and typically do not impact the daily operations of the system. The Authority and Lead Agency will mutually agree upon the eligible other RTA direct costs and said expenditures will be noted on the exhibits attached hereto. Lead Agency will be reimbursed for all other direct RTA costs, subject to receipt of appropriate and sufficient documentation.
- c. Reimbursements will generally be based on the Service schedules established by the Lead Agency and contained in the Exhibit A.
- d. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Service. If the Authority determines that additional information is needed, the Lead agency will be notified of the request for additional information within five days of the receipt of the invoice by RTA.
- e. Upon approval of the request by RTA, the invoice will be processed for payment within ten working days of the invoice submittal.

- f. RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

**6. Termination.** Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

Termination. This Agreement may be terminated at any time, without cause, by providing written notice of such termination to the other party at least ninety (90) days prior to the termination date.

A.R.S. § 38-511. This Agreement is subject to the provisions of A.R.S. § 38-511.

Non-appropriation. It is acknowledged that all obligations of the Authority and Town of Oro Valley hereunder to make payments to or to incur costs for the project items specified in Exhibit A shall be subject to annual appropriation by the respective governing bodies.

## **7. Indemnification**

- a. Mutual Indemnity To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
- b. Notice. Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.
- c. Negligence of indemnified party. The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.

## **8. Insurance**

When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

Lead Agency shall include the RTA as an additional insured on Lead Agency's liability insurance policy as part of this agreement.

**9. Books and records.** Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

**10. Non-assignment.** Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

**11. Construction of Agreement.**

- a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.
- b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- c. Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- d. Captions and Headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

**12. Ownership of Improvements.** Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Lead Agency. Should the Service be terminated prior the end of this agreement, the Lead Agency shall dispose of the assets reimbursed by the RTA, with all proceeds returned to the RTA.

**13. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

**14. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Lead Agency and any Authority employees, or between Authority and any Lead Agency employees. Neither party shall be liable for any debts, accounts, obligations, nor other

liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**15. No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

**16. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

a. **Anti-Discrimination.** The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

b. **Americans with Disabilities Act.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

c. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

**17. Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**18. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties

themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**19. Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Authority:

Gary G. Hayes, Executive Director  
Regional Transportation Authority  
177 N. Church, Suite 405  
Tucson, AZ 85701

Town of Oro Valley:

Craig Civalier, P.E.  
Town Engineer  
11000 N. La Cañada  
Oro Valley, AZ 85737

Tobin Rosin  
Town Attorney  
11000 N. La Cañada  
Oro Valley, AZ 85737

**20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

**21. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

In Witness Whereof, the Town of Oro Valley has caused this Agreement to be executed by the Mayor and Council, upon resolution of the Mayor and Council attested to by the Town Clerk, and the Authority has caused this Agreement to be executed by its Chair of the Board.

**REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:**

\_\_\_\_\_  
Lynn Skelton, Board Chair

\_\_\_\_\_  
Date

**TOWN OF ORO VALLEY:**

\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

\_\_\_\_\_  
Date

The foregoing Agreement between the Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

\_\_\_\_\_  
Craig Civalier, P.E. Town Engineer  
Development and Infrastructure Services  
Town of Oro Valley

\_\_\_\_\_  
Date

**ATTORNEY CERTIFICATION**

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and the Town of Oro Valley has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

**Regional Transportation Authority of Pima County:**

\_\_\_\_\_  
Thomas Benavidez, Attorney for the Authority

\_\_\_\_\_  
Date

**Town of Oro Valley:**

\_\_\_\_\_  
Tobin Rosen, Town Attorney

\_\_\_\_\_  
Date

**Exhibit A**  
**Project 48b – Oro Valley Circulator Transit Service**

RTA Ballot Project/Program Number: **Project 48b – Oro Valley Circulator Transit Service**

1. RTA Plan Project Element or Program Category: **Transit**
2. TIP Project Number: 100.06
3. Project Name: **Oro Valley Circulator Service – Sun Shuttle Dial-N-Ride**
4. Type of Work (Pre-design, Design, Right-of-way, Construction, Transit Operations, other)  
Pre-Design \_\_\_\_\_  
Design \_\_\_\_\_  
Right-of-Way \_\_\_\_\_  
Construction \_\_\_\_\_  
Transit Operations   X    
Other \_\_\_\_\_
5. Project Manager for Status Reports (Include Contact Information)  
Aimee Ramsey, Transit Services Administrator, Town of Oro Valley, 229-4980  
aramsey@orovalleyaz.gov
6. Authorized representative for signing and submitting payment requests  
Aimee Ramsey, Transit Services Administrator, Town of Oro Valley, 229-4980  
aramsey@orovalleyaz.gov  
  
and/or  
  
Lynn Garcia, Administrative Coordinator, Town of Oro Valley, 229-4875  
lgarcia@orovalleyaz.gov
7. Map of transit routes effected by the IGA – Attachment A
8. Narrative description of scope of Project, what improvements are included and intent of Project (Discuss any problems and how Project addresses same).

It is the intent of the Regional Transit Plan to enhance transit service throughout the greater Oro Valley area. The service contemplated under this Exhibit is scheduled to operate in a dial-n-ride service mode with connections to other regional transit services In addition, this service maybe utilized to help easy capacity levels from Coyote Run as residents of Oro Valley will now have an alternative transit options.

**Characteristics Sun Shuttle – General Public**

- 5:30 a.m. until 7:00 p.m.
- 8:00 a.m. until 5:00 p.m. 2 vehicles
- Monday through Friday operations
- Curb to Curb service in predefined area (see map)
- Fare equal to the regional fare

9. Total Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet that cost.

**FY 2010/2011**

OV Circulator Service – Operating & Capital Costs	<b>\$104,046</b>
<b>RTA funds -</b>	<b>\$74,762</b>
<b>OV funds -</b>	<b>\$27,202</b>
<b>User Fees -</b>	<b>\$2,081</b>

RTA Transit Element Oro Valley Cash Flow for RTA Projects								FY 2010-2011	
Cost Per Hour	\$ 45.00					.02 (Farebox)			
Projected Costs	mon.	Days	Hours	Monthly	Farebox	OV MOE	RTA Net Cost		
Hours/Day 22.5	Jul-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Aug-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sep-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Oct-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Nov-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
Days 97	Dec-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Jan-11*	-	-	\$ -	\$ -	\$ -	\$ -	\$ 2,784	
	Feb-11*	10	225.0	\$ 10,125	\$ 319	\$ 3,038	\$ 9,742	\$ 9,742	
	Mar-11	23	517.5	\$ 23,288	\$ 466	\$ 6,034	\$ 16,788	\$ 16,788	
	Apr-11	21	472.5	\$ 21,263	\$ 425	\$ 6,045	\$ 14,792	\$ 14,792	
	May-11	21	472.5	\$ 21,263	\$ 425	\$ 6,045	\$ 14,792	\$ 14,792	
	Jun-11	22	495.0	\$ 22,275	\$ 446	\$ 6,040	\$ 15,790	\$ 15,790	
	<b>FY 2010/2011</b>		2,182.5	\$ 104,046	\$ 2,081	\$ 27,202	\$ 74,762	\$ 74,762	
<b>Annual Net Costs</b>					<b>RTA CPH</b>	<b>\$ 36.85</b>	<b>\$ 104,046</b>		

*\*Direct cost of driver training included.*

10. Estimated service start date and duration of service per this Agreement.

February 2011- June 30, 2011  
July 1, 2011 - June 30, 2012

11. Projected cost reimbursement timeline (to be used by Authority for cash flow planning).

- Attachment B – FY 2012 Cash Flow
- Attachment C – Sample Billing Statement

12. Net cost is defined as the sum of the total monthly expenditures minus fare box revenues minus “other revenues”.

RTA Transit Element Oro Valley Cash Flow for RTA					FY 2011-2012		
Cost Per Hour	103%		\$	46.35		.03 (Farebox)	
Monthly Projected	mon.	Days	Hours	Monthly	Farebox	OV MOE	RTA Net Cost
Gross Costs	Jul-11	21	472.5	\$ 21,900	\$ 657	\$ 6,253	\$ 14,990
Hours per Day	Aug-11	23	517.5	\$ 23,986	\$ 720	\$ 6,352	\$ 16,915
22.5	Sep-11	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	Oct-11	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	Nov-11	20	450.0	\$ 20,858	\$ 626	\$ 6,352	\$ 13,880
Days	Dec-11	20	450.0	\$ 20,858	\$ 626	\$ 6,352	\$ 13,880
251	Jan-12	20	450.0	\$ 20,858	\$ 626	\$ 6,352	\$ 13,880
	Feb-12	19	427.5	\$ 19,815	\$ 594	\$ 6,352	\$ 12,869
	Mar-12	22	495.0	\$ 22,943	\$ 688	\$ 6,352	\$ 15,903
	Apr-12	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	May-12	22	495.0	\$ 22,943	\$ 688	\$ 6,352	\$ 15,903
	Jun-12	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	<b>FY 2011/2012</b>		5,647.5	\$ 261,762	\$ 7,853	\$ 76,121	\$ 177,787
<b>Annual Net Costs</b>					<b>RTA CPH</b>	<b>\$ 31.48</b>	<b>\$ 261,762</b>



**TOWN OF ORO VALLEY  
DEPARTMENT OF PUBLIC WORKS - TRANSIT DIVISION**

**INVOICE FOR TRANSIT SERVICES**

RTA Transit Project #48-B  
TIP# 100.06  
Oro Valley Circulator Service

**DATE:** 2/28/2011  
**DUE DATE:** 3/29/2011

Bill to:

**Regional Transportation Authority of Pima County**  
ATTN: Jim Degrood  
177 N. Church Ave., Suite 405  
Tucson, AZ 85701

Remit to:

Town of Oro Valley - Transit  
11000 N La Canada  
Oro Valley, AZ 85737

**Make checks payable to:** Town of Oro Valley

**TERMS: NET 30 DAYS**

DATE	DESCRIPTION	AMOUNT DUE
	<b>RTA Project 48 Specialized Transit Services</b>	
	<b>Sun Shuttle Call-N-Ride Oro Valley Transit Services</b>	
	<u>BILLING FOR THE PERIOD January 15, 2011 through February 28, 2011</u>	
10/01/10	<b>I. Fully Allocated (Total) Cost per Hour</b> Days in Service Month - Weekdays 10 Daily Hours 22.5 RTA Service Hours 225 Training Hours - Fully Allocated Cost per Hour \$ 45.00 <b>Total Cost per Hour \$ 10,125</b>	
	<b>II. Direct Cost</b>  Recurring Costs: RTA Service O&M \$ -  <b>Sub-total Direct Recurring Costs \$ -</b>  Other Direct Costs (non-recurring): Driver's Hiring/Training \$ 5,758 <b>\$ 5,758</b>	
	<b>Total Cost:</b>	<b>\$ 15,883</b>
	<b>III. Revenue</b> Passengers (User Fees) 319  <b>Less Total Revenue: \$ 319</b>	<b>\$ (319)</b>
	<b>IV. Oro Valley MOE</b> Oro Valley Maintenance of Effort 3,038  <b>Less Total Revenue: \$ 3,038</b>	<b>\$ (3,038)</b>
	<b>Total Amount Due from RTA:</b>	<b>12,526</b>

Sample

## Attention Passengers



### Service Update

State budget cuts have impacted Coyote Run service levels and staffing .

Please be aware that:

- Reservations dispatch hours will be 8 a.m. to 3 p.m. Please call during this time
- We cannot accommodate same or next day service or changes
- All reservations **MUST** be made 48 hours in advance—**No exceptions**
- Trips in all zones will be limited to 65 passengers per day

Zone service hours will be as follows:

- Zone A—8 a.m. to 5 p.m.\*
- Zone B—8:30 a.m. to 4:30 p.m.\*
- Zone C—9 a.m. to 3 p.m.\*

***\*Times depicted are first and last pick-up times***

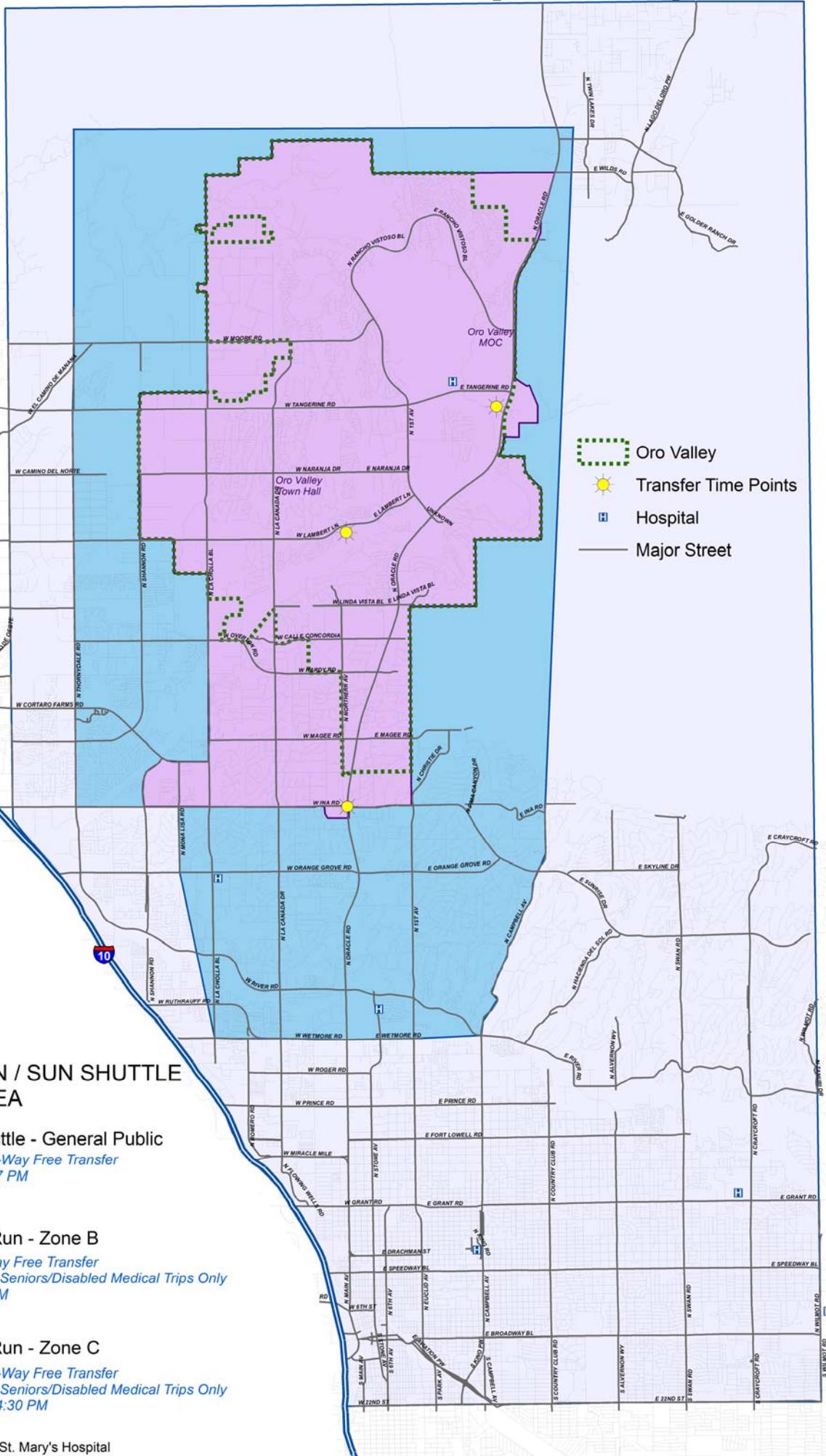
Coyote Run cannot guarantee reservations. Your trip may be cancelled due to driver availability. You will be contacted should we need to cancel your reservation.

ALTERNATIVE: ADA Certified passengers residing south of Tangerine are eligible to ride with Handi-Car. Please call (520) 881-3391 for reservations.

For more information, call the Transit Administrator, Aimee Ramsey, at (520) 229-4980.

*Thank you.*

08/19/10

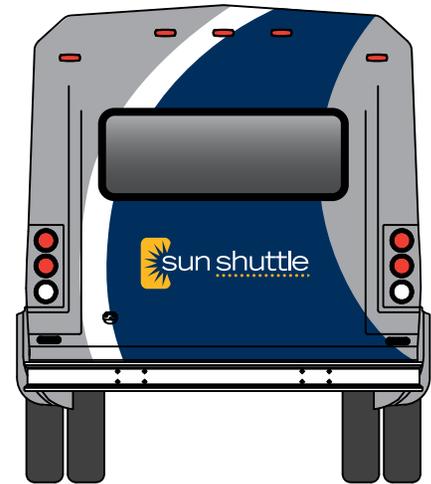
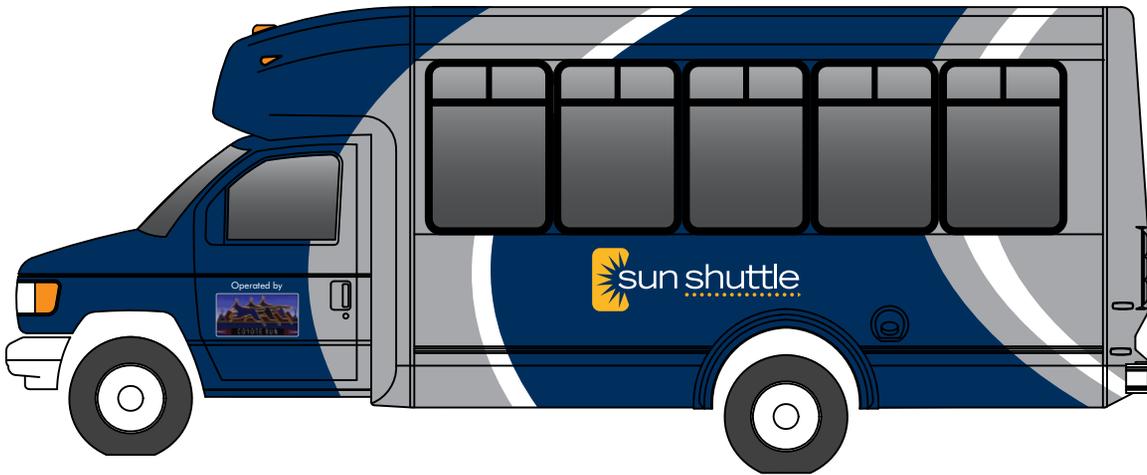
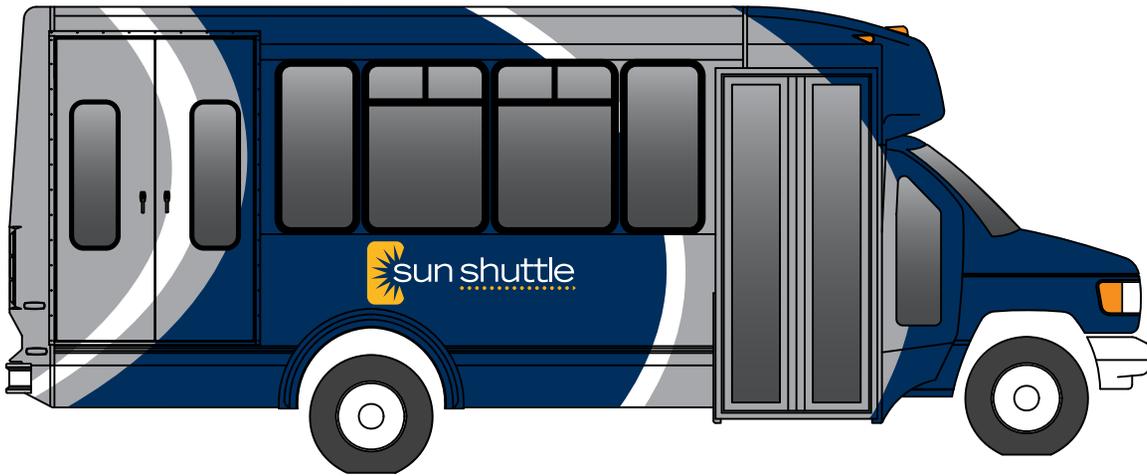


- Oro Valley
- Transfer Time Points
- Hospital
- Major Street

**PROPOSED  
COYOTE RUN / SUN SHUTTLE  
SERVICE AREA**

- Sun Shuttle - General Public**  
\$2.50 One-Way Free Transfer  
5:30 AM - 7 PM
- Coyote Run - Zone B**  
\$5 One-Way Free Transfer  
Oro Valley Seniors/Disabled Medical Trips Only  
9 AM - 4 PM
- Coyote Run - Zone C**  
\$7.50 One-Way Free Transfer  
Oro Valley Seniors/Disabled Medical Trips Only  
9:30 AM - 4:30 PM

\* Service is available to St. Mary's Hospital



*AEROTECH FORD 220  
36" DOOR / REAR LIFT*



**Dial-a-Ride:** A bus service that can be called to the door by telephone, generally intended for people in need of assistance in moving about but also available to General Public.

## General Highlights Sun Shuttle Dial-a-Ride

- Increases service span 5:30 a.m. until 7 p.m.
- Increases service capacity by providing service options to passengers traveling in Zone A
- Releases Coyote Run capacity to handle more specialized services
- Creates regional mobility through transfers
- Fares \$2.50 per trip

## If approved tonight implementation timeline and next steps

- Adoption of the IGA by Regional Council
  - January 22, 2011
- Development of Public Information
  - Now until Dec. 16, 2010
- Vehicle Rebranding - RTA
  - Beginning of January 2011
- Farebox Installation – RTA
  - Middle of January 2011
- Driver Hiring and Training – Transit Division
  - January 2011 – February 14, 2011