

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9170

DATE 6-24-21

TITLE

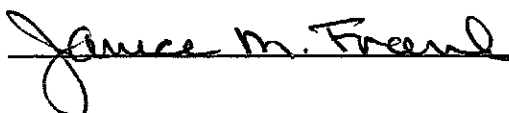
**RESOLUTION AUTHORIZING AN EXTENSION OF AN AGREEMENT,
MANAGEMENT PLAN AND MANAGEMENT CONTRACT BETWEEN THE
CITY OF WILLIAMSPORT, RIVER VALLEY TRANSIT AND ENDLESS
MOUNTAIN TRANSPORTATION AUTHORITY**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the City of Williamsport, River Valley Transit to enter into a contract extension agreement, under present terms and conditions, from month to month with Endless Mountain Transportation Authority until a new three (3) year agreement is awarded and ratified by all parties, during such extension payments to the City of Williamsport, River Valley Transit shall be prorated under the existing terms of the Agreement.

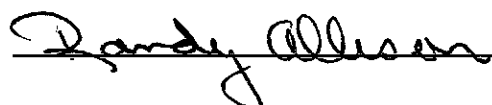
BE IT FURTHER RESOLVED that the General Manager of River Valley Transit shall provide a quarterly update on the execution of River Valley Transit's contractual obligations with the Endless Mountains Transportation Authority to the City Council Finance Committee or other committee per the direction of the President of City Council.

HEREBY, the appropriate City Officials are hereby authorized to accept the contract extension between the City of Williamsport, River Valley Transit and Endless Mountain Transportation Authority and any documents necessary to accept the attached contract extension.

Approved



City Clerk



President

AGREEMENT EXTENSION

THIS AGREEMENT is made this 24th day of June, 2021 by and between the **ENDLESS MOUNTAINS TRANSPORTATION AUTHORITY**, a municipal authority organized under the Municipal Authorities Act of 1945, (hereinafter referred to as “EMTA”), and **the CITY OF WILLIAMSPORT, BUREAU OF TRANSPORTATION KNOWN AS RIVER VALLEY TRANSIT**, a Third-Class City formed and operated pursuant to the Third-Class City Code (hereinafter referred to as the “RVT”).

WITNESSETH:

WHEREAS, pursuant to grant agreements with the Pennsylvania Department of Transportation, Bureau of Public Transportation (herein referred to as “PennDOT”), and the Counties of Bradford, Tioga and Sullivan County and RVT, the parties have committed to a long-term regional relationship; and

WHEREAS, EMTA is engaged in the activity of providing public transportation services within Bradford, Tioga and Sullivan Counties (“Service Area” and/or “Funding Partners”); and

WHEREAS, the EMTA desires to engage RVT as the administrator of fixed route and shared ride paratransit services to provide public transportation for Bradford, Tioga and Sullivan County residents; and

WHEREAS, the parties hereto recognize that transit service regionalization offers the best possibility of service sustainability; and

WHEREAS, the EMTA has determined that RVT possesses the specialized, professional skills necessary to fulfill the public transportation objectives of its service area; and

WHEREAS, both parties that they will continue to study the potential for regionalized service under one regional agency utilizing resources of all state, federal and local funding partners; and

WHEREAS, the terms of this Agreement are governed by the requirements of the Intergovernmental Cooperation Act and both parties have taken the necessary governmental action to adopt this Agreement and incorporate the Act as if more fully set forth herein; and

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. EMTA Commitments

(a) EMTA understands that for the duration of this agreement it will continue to operate as an independent authority and secure all necessary local match funding to comply with all Act 89 requirements and continue to pay reasonable direct costs for RVT’s management of EMTA. RVT is

not required to perform any service where a local match is required and is not provided for by the Funding Partners.

(b) The EMTA authorizes RVT to complete and execute all grant applications with PennDOT for Federal and/or State grants for the operation and capital projects of the public transportation system in the Service Area, in accord with all Federal, State and local laws, rules and regulations.

(c) The EMTA agrees that RVT shall have no responsibilities of any kind to make payment of any debt or other obligations with respect to the operation of the public transportation system in the Service Area as all budgets and funding requirements for EMTA remain the responsibility of EMTA.

(d) The EMTA authorizes RVT administrative staff to access all data and records of the EMTA for purposes of satisfying this Agreement and the commitments therein, including but not limited to financial records, personnel records, route data, passenger data and the like.

(e) Provide all transit services pertaining to the administration of drivers, dispatchers, maintenance personnel, vehicles and real property for the Service Area.

(f) The Board of Directors shall ensure appropriate funding through direction of RVT in compliance with all state and federal requirements and local match commitments.

(g) Hold board meetings and conduct operations in keeping with EMTA's bylaws.

(h) Continue to investigate, in conjunction with RVT, a permanent regional transit cooperative agreement

2. RVT Commitments

(a) RVT agrees to manage the fixed route and shared ride public transportation system in the Service Area and, to the extent needed and feasible, when approved by the EMTA Board of Directors, expand the public transportation services throughout the Service Area.

(b) RVT will, wherever feasible, coordinate provision of the fixed route and shared ride services with services in the Service Area and other Counties who choose to work cooperatively within the region.

(c) RVT will obtain the consent of the Board of Directors of EMTA, or their designee, before enacting any significant change in the manner in which services are provided in the Service Area.

(d) RVT will provide service reports as requested by the Board of Directors regarding services being provided within the Service Area.

(e) RVT shall provide administrative services including planning, accounting, operational management, budget preparation, grant assistance, audit assistance, executive director and any ancillary administrative support for EMTA's operations, employee management and maintenance department.

(f) RVT may supply additional drivers and maintenance support as necessary to ensure the successful operation of public transit in the Service Area and which is not in violation of any contract, rule or regulation.

(g) RVT shall charge EMTA for its service based upon the actual cost to RVT for offsetting such administrative services including but not limited to salaries and benefits for RVT employees assigned to assist EMTA.

(h) Oversee the daily operation and administration of all public transportation programs operating in the Service Area that are funded through PennDOT and complete service monitoring, compliance and preparation of related grant applications and documentation.

(i) Prepare Capital Procurement grant applications, and administer that program in compliance with all Federal, State and Local requirements.

(j) RVT commits to coordinate regular activities and provide regular updates to the Board Designee (CATA).

3. Term and Default

(a) This Agreement shall be in effect for a term of one(1) year, unless terminated pursuant to the circumstances of default by either party, which shall include the failure to adhere to the commitments of the parties set forth herein.

(b) In the case of termination of this contract for convenience, either party shall provide ninety (90) days written notice to the non-defaulting party's primary address.

(c) In the case of termination by default, the party claiming default must provide written notice of default within ten (10) days of action of default and shall provide a period of thirty (30) days to cure the same prior to any termination. In the case of termination by default, the parties shall provide sixty (60) days written notice of the intention to terminate the contract. Notice shall be provided to the primary address of the defaulting party.

4. Joint Employees

Any employee who receives a paycheck from RVT shall be solely an employee of RVT and any employee who receives a paycheck from EMTA shall be an EMTA employee. Under no circumstances shall employees of either agency be considered a joint employee.

5. Revenue/ Local Contributions/Prior Year grant balances

(a) EMTA shall be the direct recipient of PennDOT transportation grants as related to the delivery and maintenance of transit service in the Service, except as provided herein.

(b) Both parties recognize that service provisions must be within the requirements of Federal, State and local laws, ordinances and regulations.

(c) EMTA will remain the local entity within the Service Area responsible for all necessary local matching dollars for all PennDOT grants including but not limited to operating and capital grants from PA Act 89 of 2013 or subsequent legislation, grants from the Federal Transit Administration or any other granting body that requires local match for projects that are for the benefits of Service Area Residents and the public transportation services operated in the Service. The parties recognize that failure by either entity to provide required local matching funds for operating and capital projects may result in the loss of operating or capital funds from PennDOT.

(d) EMTA will be responsible for the collection of all passenger fare revenue including but not limited to billing of 3rd party sponsors for collection of passenger fares

6. Oversight

(a) RVT will manage the Service Area's public transportation system in keeping with the policies established by EMTA in accordance with Federal and state laws and requirements and provide reports to the EMTA at all Board meetings. RVT may make recommendations for service or policy adjustments but EMTA's Board must approve the same in keeping with state and federal law and in accordance with the Municipalities Authorities Act.

7. Ownership and Lease of Property

(a) For the duration of the management agreement, EMTA shall own and maintain all vehicles, equipment and physical assets and shall continue to fund and purchase the same for the provision of transportation services in the Service Area.

(b) From time to time RVT employees may operate EMTA equipment for either the provision of public transportation, for assistance with maintenance responsibility or as needed by RVT for proper management and oversight of EMTA operations. Such use of vehicles for the business needs of EMTA shall be permitted pursuant to the policies and procedures adopted by EMTA.

(c) EMTA shall maintain all policies of insurance for its vehicles and property and employees as required by EMTA policies and procedures and the laws of the Commonwealth.

8. Financial Records

RVT, on EMTA's behalf, will maintain books and records utilizing common accounting best practices, reflecting the operation of the public transportation services in conformity with the requirements of the various funding sources, and will render and certify to the Funding Partners, and

to any appropriate Federal or State agencies, such full and complete operating reports and financial statements as the EMTA and said agencies may require. RVT shall ensure all documents regarding a yearly budget and audit are completed in a timely fashion and shall present the audit, the budget and ongoing financial reports to the EMTA Board for their review and consideration/public action as may be required.

9. Personal Liability

No officer, director or employee of RVT or EMTA shall be personally liable for the performance of the terms of this Agreement.

10. Indemnification

EMTA agrees to indemnify, defend and hold harmless RVT for and against any and all claims, losses, damages or liabilities, joint and several, to which EMTA may become subject, insofar as such losses, claims, damages or liabilities, or actions in respect thereof arise out of RVT's management and administrative services under this Agreement or RVT's operation of the EMTA's public transportation system, or are based upon any other alleged act or omission in connection with RVT's administration, management and operation of EMTA's public transportation system unless the losses, damages or liabilities arise from RVT following express written directions or policies of the Authority.

In the event any action or proceedings are brought against RVT, in respect of which indemnity may be sought hereunder, RVT shall promptly give notice of that action or proceeding to EMTA and, upon receipt of such notice, EMTA shall have the obligation and the right to assume the defense of the action or proceeding. At its own expense, the RVT may employ separate counsel and participate in the defense. Neither party shall be liable for any settlement made without its consent.

In the event any action or proceeding is brought against RVT for which the EMTA is or may be liable, RVT shall promptly notify EMTA which shall be responsible to undertake the defense of and indemnify RVT in connection therewith.

Any provision herein or elsewhere to the contrary notwithstanding, this section of the Agreement shall survive the termination of this Agreement.

11. Invalidity of Provision

Should any part of this Agreement be declared by a court with valid jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such declaration will not affect the validity of the remainder of this Agreement, which will continue to be in full force and effect except that if any part is declared unconstitutional or invalid beyond the authority of a party to enter into or carry out is, in the opinion of the EMTA or RVT, material to the Agreement, the parties shall have the right to terminate or modify this Agreement.

12. Waiver

Should either party waive an action of default by either party, the same shall not be considered an ongoing waiver of any other subsequent or distinct event of default.

13. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereunto set their hands and official seals the day and year first above written.

ENDLESS MOUNTAINS TRANSPORTATION AUTHORITY

Mark Hamilton, Board Chairperson

Secretary

CITY OF WILLIAMSPORT

Derek Slaughter
Derek Slaughter, Mayor

Adam Winder, General Manager, RVT

Janice Frank
Janice Frank, City Clerk

Margaret Woodring
Margaret Woodring, Controller