

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9046

DATE 6-30-20

TITLE

**RESOLUTION AUTHORIZING THE EXECUTION OF A MANAGEMENT PLAN AND
MANAGEMENT CONTRACT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND
ENDLESS MOUNTAIN TRANSPORTATION AUTHORITY**

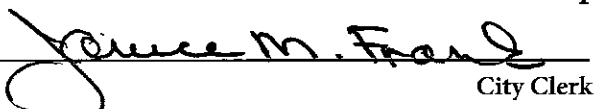
WHEREAS, Endless Mountains Transportation Authority (EMTA) desires to engage the City of Williamsport, Bureau of Transportation, known as RVT, to fulfill the administrative and key management needs of EMTA

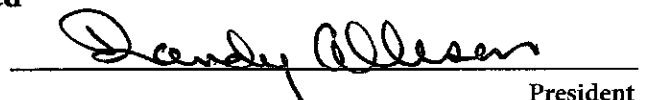
BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that the Mayor and City Controller be authorized to execute the Management Plan attached hereto between the City of Williamsport and Endless Mountains Transportation Authority.

BE IT FURTHER RESOLVED, by the City Council of the City of Williamsport, that the Mayor and City Controller be authorized to execute the Management Contract Agreement attached hereto between the City of Williamsport and Endless Mountains Transportation Authority.

BE IT FURTHER RESOLVED, by the City Council of the City of Williamsport, that the Mayor or designee shall provide a quarterly report to the City Council over the duration of this contract agreement at the appropriate City Council meeting.

Approved


City Clerk


President

AGREEMENT

THIS AGREEMENT is made this 30 day of June, 2019 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.