

MEMORANDUM OF UNDERSTANDING  
Between Northern Arizona Council of Governments-  
Economic/Workforce Development Division  
and the  
Town of Prescott Valley, Arizona

General Provisions

I) Introduction - Purpose of Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between the Northern Arizona Council of Governments – Economic Workforce Development, hereafter referred to as NACOG, and the Town of Prescott Valley, hereafter referred to as the Town.

The purpose of this MOU is to establish an agreement between NACOG and the Town concerning their respective rights and responsibilities for the development and implementation of a voucher transit system, or VTS, which shall serve the area including the City of Prescott, the Town of Prescott Valley and the Town of Chino Valley, hereafter referred to as the Tri-City area.

All parties agree to coordinate and collaborate their efforts in mutual planning and implementation to ensure that each area benefits from this service. The vouchers shall be issued to residents of the Town to be used for travel only within the Tri-City area.

II) NACOG - Authorities and Responsibilities Expressly Implied

1. Fiscal Agent: NACOG will act as the fiscal agent for the VTS being responsible to receive and disperse funds.
2. Eligibility: NACOG will establish eligibility screening which conforms to the requirements set forth. Income level shall be based primarily on current income information provided by the State of Arizona.
3. Reporting: NACOG will collect data regarding all VTS users to include residency, origination, user name, eligibility category, age, income level as appropriate, and destination. This information will be compiled and reported to the Town on a quarterly basis.

4. Records Management: NACOG will prepare and maintain all records relating to the VTS for the duration of this agreement. Records will be released to the Town, upon request, at the termination of this agreement.
5. Staff: NACOG shall select and employ staff in order to provide project supervision and direct client services. This staff shall also perform administrative services as applicable.
6. Compensation: NACOG will receive a 15% administrative fee for performing all duties set forth herein.
7. Contributions: NACOG, when applicable, will make available other resources to VTS recipients.

### III) Services to be provided

It is understood and agreed upon by all parties that this agreement is the result of collaboration between the Tri-City area and NACOG. NACOG will develop and implement the VTS program, per the following guidelines:

1. Funds will be distributed based on residency not-on origination/destination of travel, i.e., the residency or a recipient shall determine the allocation of funds from the respective Tri-City area VTS budget.
2. Transportation originations and destinations will be limited to the Tri-City area only.
3. Eligibility includes youth (16-21), elderly (55 or older), disabled and receiving disability payments, and low income adults (150% of federal poverty guidelines).
4. Special needs clients and unaccompanied youth will be given transportation only when appropriate accessibility and safety precautions can be provided.
5. Clients deemed eligible will be given vouchers based on a monthly expenditure budget for each city of residency. The vouchers will be given out on a first come first serve basis beginning on the 1<sup>st</sup> of each month.
6. Transportation will be provided only by approved vendors.

7. NACOG may, as the Town has requested, authorize processing of vouchers by select organizations as may be deemed appropriate. Said organizations will be required to comply with all record maintenance procedures set forth by NACOG to facilitate the reporting process. NACOG reserves the right to withdraw on-site voucher processing from any organization which does not comply with required procedures.
8. The Town agrees that NACOG shall not be held accountable in the event of abuse by another organization utilizing on-site voucher processing. Neither shall payments be denied for services rendered by providers in good faith.

IV) Assignment of this agreement

This agreement is not assignable in whole or in part by NACOG without the express written permission of the Town.

V) Term of agreement

The Town and NACOG agree that this agreement will become effective July 1, 2011 upon execution by signature and continue in effect until June 30, 2012. Any modification or termination of this agreement by the Town or NACOG must be requested, in writing, 30 days prior to desired modification or termination.

VI) Conflict of Interest

Pursuant to A.R.S. Section 38-511, the Town may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town further elects to recoup any fee or commission paid on behalf of the Town from any other party to the agreement arising as a result of this agreement.

VII) Funding Level

The Town agrees to fund the voucher program in the amount of \$39,100.06 during the period of July 1, 2011 to June 30, 2012. This equates to approximately \$3,258.34 per month. NACOG's 15% administration charge would equal approximately \$488.75 per month, with the remainder of the funds (\$2,769.59) going directly towards funding the vouchers.

VIII) Signatures

This Memorandum of Understanding shall constitute the entire agreement of both parties and is executed upon signature.

Passed, approved, and adopted by the Mayor and Council of the Town of Prescott Valley this 26<sup>th</sup> day of May, 2011.

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Harvey C. Skoog, Mayor

ATTEST:

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Diane Russell, Town Clerk

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Prescott Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to the Town of Prescott Valley.

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Ivan Legler, Town Attorney

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Teri Drew  
NACOG – Regional Director  
Economic/Workforce Development Division