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SEP 11 2008



MEMORANDUM

Public Works Department – Memo No. TN09-04

DATE: SEPTEMBER 11, 2008

TO: MAYOR & COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
R.J. ZEDER, PUBLIC WORKS DIRECTOR
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR

FROM: MIKE NORMAND, TRANSPORTATION SERVICES & PLANNING
MANAGER

SUBJECT: RESOLUTION NO. 4224 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) TO ACCEPT PUBLIC TRANSPORTATION FUNDS IN THE AMOUNT OF \$4,580,226 TO PARTIALLY FUND CONSTRUCTION OF A REGIONAL PARK AND RIDE.

RECOMMENDATION: Staff recommends Council pass and adopt Resolution No. 4224 authorizing the City to enter into an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) to accept Public Transportation Funds in the amount of \$4,580,226 to partially fund construction of a Regional Park and Ride.

BACKGROUND/DISCUSSION: The Maricopa Association of Governments completed a Park and Ride Site Selection Study in 2001 identifying the need for a regional park and ride to be located in the City of Chandler near the Loop 101 and Loop 202 freeways. Funding for the project is included in the Regional Transportation Plan (Proposition 400 – Public Transportation Funds) approved by Maricopa County voters in 2004.

Following a detailed site selection study, the City of Chandler acquired a ten-acre site at the southwest corner of Germann Road and Hamilton Street in 2006. Federal funds were

used to purchase the site and complete the design. Construction of the 450-space commuter park and ride began in July. The project is scheduled to be completed in December 2008. Total construction costs for the project are estimated at \$6,386,608.

Proposition 400 - Public Transportation Funds are made available for use by the City of Chandler through the execution of an Intergovernmental Agreement with the Regional Public Transportation Authority. These funds will be used to reimburse the City for costs associated with construction of the new Park and Ride.

TRANSPORTATION COMMISSION:

This agreement was reviewed at the August 21, 2008 meeting of the Transportation Commission and recommended for approval by a vote of 5 to 0.

FINANCIAL IMPLICATIONS:

This Intergovernmental Agreement with the Regional Public Transportation Authority will provide reimbursement to the City of Chandler in the amount of \$4,580,226 to partially fund construction of a Regional Park and Ride.

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4224 authorizing the City to enter into an Intergovernmental Agreement (IGA) with The Regional Public Transportation Authority (RPTA) to accept Public Transportation Funds in the amount of \$4,580,226 to partially fund construction of a Regional Park and Ride.

Attachments:

Resolution No. 4224
Park and Ride IGA

RESOLUTION NO. 4224

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY TO ACCEPT PUBLIC TRANSPORTATION FUNDS IN THE AMOUNT OF \$4,580,226 TO PARTIALLY FUND CONSTRUCTION OF A REGIONAL PARK AND RIDE.

WHEREAS, The Maricopa Association of Governments completed a Park and Ride Site Selection Study in 2001 identifying the need for a regional park and ride (the project) to be located in the City of Chandler near the Loop-101 and Loop-202 freeways; and,

WHEREAS, Funding for the project is included in the Regional Transportation Plan (Proposition 400 – Public Transportation Funds) approved by Maricopa County voters in 2004; and,

WHEREAS, the City of Chandler has acquired a ten-acre site at the southwest corner of Germann Road and Hamilton Street, completed design, and initiated construction of a 450-space commuter park and ride; and,

WHEREAS, Proposition 400 - Public Transportation Funds are made available for use by the City of Chandler through the execution of an Intergovernmental Agreement with the Regional Public Transportation Authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona authorizing the City to enter into an agreement with the Regional Public Transportation Authority for the purpose of accepting Proposition 400 - Public Transportation Funds in the amount of \$4,580,226 to partially fund construction of a regional commuter park and ride, and authorizing the Mayor of the City of Chandler to execute such grant agreement upon Certification by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of ____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4224 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of ____, 2008, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CH for

AGREEMENT NO.118-35-2008

INTERGOVERNMENTAL AGREEMENT

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
AND
CITY OF CHANDLER

(Price & Loop 202 Park and Ride) Funding for FY 07-08

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2008, by and between the Regional Public Transportation Authority, a public agency duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “RPTA”) and the City of Chandler, a municipal corporation duly organized and existing under the laws of the State of Arizona acting by and through its Public Transit Department (hereinafter referred to as “CITY”); and

WHEREAS, CITY has Charter authority to provide transit services and Charter and Statutory authority to enter into agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. § 11-951, et seq.; Article I, Section 1.03, Charter of the City of Chandler, 2000; and

WHEREAS, RPTA is a political subdivision of the state of Arizona, i.e., a public improvement district, established for the purpose of planning and providing public transportation services [A.R.S. §48-5101, et seq.]; and

WHEREAS, as a political subdivision of the state of Arizona, RPTA “may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of its powers granted under A.R.S. § 48-5101, et seq [A.R.S. §48-5123], including entering into intergovernmental agreements [A.R.S. § 11-951, et seq.); and

WHEREAS, RPTA is the designated recipient of Public Transportation Funds (PTF) under the Regional Transportation Plan (RTP) and is charged with distributing PTF funds to local recipients such as CITY; and

WHEREAS, CITY's proposed Park and Ride is eligible for PTF funds (to be used as the local match) together with Federal Transit Administration (FTA) grant funds for acquisition, design, and/or construction of the aforementioned project; and

WHEREAS, the Transit Life Cycle Plan is a 20 year plan adopted by RPTA and its constituent agencies setting forth RPTA's allocation of funds to CITY and RPTA's other constituent agencies; and

WHEREAS, the CITY's aforementioned projects are projects approved for RPTA contribution in the Transit Life Cycle Plan; and

WHEREAS, CITY has been authorized by its City Council and RPTA has been authorized by its Board of Directors to enter into this Agreement; and

WHEREAS, the sums set forth herein have been approved for disbursement in RPTA's annual budget; NOW, THEREFORE,

IT IS HEREBY AGREED, by and between the parties, as follows:

SECTION 1. CITY's Obligations. CITY shall:

- A. Construct its Park and Ride facility located in the City of Chandler, Arizona (hereinafter sometimes referred to herein as "the Project"). Attached hereto, and by this reference incorporated herein, are the following Attachments:

- Attachment A Draft Design Concept Report
 - Attachment B RPTA Reimbursement Request Form

- B. On a quarterly basis, submit to RPTA a request for reimbursement on RPTA's Reimbursement Request Form (Attachment B to this Agreement) and provide an update on Project status.
- C. Keep and maintain for a period of five (5) years after Project completion all books and records reasonably necessary to support the reimbursement sought from RPTA. If requested by RPTA, such records shall be made available to RPTA for annual audit, upon not less than fourteen (14) calendar days prior written notice to CITY, at CITY's offices, during normal business hours. RPTA shall be solely responsible for any and all costs associated with such audits.
- D. City shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. In performing hereunder, CITY 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"), including but not limited to:
 - (1) CITY shall act as Lead Agency (as that term is defined in the TLCP policies) and fulfill Lead Agency responsibilities.

- (2) CITY shall ensure that a Design Concept Report (Attachment A) is completed and approved through the RPTA committee process.
 - (3) The City shall either through its own funds or through other funding sources be responsible for all project costs above the allocated amounts set forth in Attachment "A" unless a change in the TLCP is requested and approved.
 - (4) As the procuring entity, the City shall be responsible for all aspects of the Capital Projects described herein.
 - (5) City shall indemnify, defend, save and hold harmless RPTA (as "indemnitee") and each of their respective directors, officers, agents and employees from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising solely out its providing funding to CITY under this Agreement. CITY 's indemnification under this Agreement extends to the bodily injury of any person (including death) or property damage, to the extent, but only to the extent, that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- E. CITY shall provide quarterly reports to RPTA summarizing the previous quarter's activities. The quarterly reports shall be due to RPTA 15 days after the end of the quarter.
- F. Either through its own funds or through other funding sources, be responsible for costs above the allocated amounts unless a change in the TLCP is requested and approved.
- G. Be responsible for securing and drawing federal funds.

SECTION 2. RPTA 's Obligations. RPTA shall:

- A. Disburse PTF funds to CITY, as approved in the Transit Life Cycle Plan and in RPTA's annual budget, according to the following schedule:

FY 2007-08	\$1,848,393
FY 2008-09	\$2,731,833

To the extent practicable, and as supported by actual expenditures, disbursements shall be in four equal quarterly installments, i.e., in July, September, December, and March) within fifteen (15) days of receipt of a completed Reimbursement Request Form, Attachment B. PROVIDED, however, that: (1) expenditures eligible for reimbursement that are in excess of the amount authorized for that year's reimbursement, shall be carried forward to future years until either reimbursement shall have been made or until all allocated sums have been disbursed; and, (2) authorized but unexpended reimbursements shall be carried forward to future years until all allocated sums have been disbursed.

- B. Be solely responsible for any and all costs associated with audits of CITY expenditures as specified in Section 2(A), above.

SECTION 3. Statutorily Required Provisions. The following provisions are included herein to satisfy the requirements of A.R.S. § 11-952:

- A. Duration. The term of this Agreement shall commence on the date that it is fully executed by the parties and properly filed and/or recorded. It expires on whichever of the following shall later to occur: (a) completion and acceptance of the Project and (b) full payment of all sums due as and for the Project's local match pursuant to Section 2.A. In addition, this Agreement may terminate by amendment canceling the Project and RPTA's obligations hereunder. This Agreement may be extended for four (4) one (1) year options periods.
- B. Purpose. To provide local funding for the work described in Section 2(A) hereof and Attachments "A", hereto.
- C. Budget. Sums paid by RPTA hereunder come from Public Transportation Funds (PTF) under the Regional Transportation Plan (RTP) as approved for RPTA contribution in the Transit Life Cycle Plan. Further, sums payable hereunder are annually approved by RPTA's Board of Directors when it approves its annual budget, and this Agreement and annual appropriations are subject to RPTA Board approval.
- D. Ownership, Operation and Maintenance. The Project is the property of CITY, and RPTA claims no interest therein by virtue of its financial participation pursuant to the terms of this Agreement. Further, CITY shall be responsible for operating and maintaining the Project, and RPTA has no operation or maintenance responsibilities.
- E. Payment. RPTA's payment obligation shall persist until whichever of the following shall first occur: (a) completion and acceptance of the Project and full payment of all sums due as and for the Project's local matches; (b) by amendment canceling the Project and RPTA's obligations hereunder; or (c) upon the failure of the RPTA Board of Directors to appropriate funds, pursuant to Section 3.C. and Section 4.F.

SECTION 4 General Provisions. The following provisions are material and essential to the parties' entry in to this Agreement. A breach of any of the provisions of this Section shall constitute a material breach of contract.

- A. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. This Agreement, and its terms, may not be modified or changed except in writing signed by both parties. There shall be no oral alteration or modification of this Agreement.

- B. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
- C. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
- D. Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of § 38-511, Arizona Revised Statutes.
- E. Non-waiver. Should either party fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
- F. Notice. Any notice, consent, or other communication (“NOTICE”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for RPTA:

David Boggs, Executive Director.
Regional Public Transportation Authority
302 North First Avenue, Suite 700,
Phoenix, AZ 85003
Telephone: (602) 262-7433
FAX: (602) 495-0411

If intended for CITY:

Mike Normand, Transportation Services and Planning Manager
City of Chandler
215 E. Buffalo Street, Suite 205
Chandler, AZ 85225
Office: 480.782-3441
Fax: 480 782-3445

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of August, 2008.

City of Chandler

Regional Public Transportation Authority

By:

By:

Boyd W. Dunn
Mayor

David A. Boggs
Executive Director

ATTEST: _____
City Clerk

ATTEST: _____
Jon Medwin
Manager of Contracts and
Procurement

ATTEST: _____
Christopher Curcio
Deputy Executive Director
Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of §11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for City of Chandler *CW*

Attorney for RPTA

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Regional Public Transportation Authority PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates)	
	FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For RPTA use only

Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability (signature/date)	Date of funds transfer (signature/date)

Comments

Project	WBS	Phase	Activity	GL Account (Finance Only)	Amount
			7901		
			7901		
			7901		
			7901		

ATTACHMENT A

Design Concept Report

Project Description		
Project Name	Price & Loop 202 Park-and-Ride	
Facility Type	Park & Ride	
MAG Project #		
RTP Phase	I	
Year Open for Service	FY 2009	
Advancement or Deferral?	Advancement - 2005 TLCP Operating Model Spreadsheet identified facility construction in FY 2014	
	<u>Date</u>	<u>Prepared by</u>
Draft Prepared	5/2/2007	Scott Miller (HDR S.R. Beard & Associates)
Update 1		
Update 2		
Update 3		
	<u>Fiscal Year</u>	
Proposed Schedule		
Pre-Design	2008	
Design	2008	
Land	2008	
Construction	2009	
Project Objective	Site, design and construct a regional park-and-ride facility to support the following passenger services: East loop 101 Connector (FY 2009) and San Tan Express (FY 2018). Additional routes including the Arizona Ave Dedicated BRT (FY 2011) and Arizona Ave\Country Club Dr Supergrid (2012) could potentially be served by the proposed alternative location.	

Site Location and Background		
RTP Location	Price Freeway & Loop 202	
RTP Location City	Chandler	
Selected Site Location	South of Germann Rd between Arizona Ave & McQueen Rd	
Selected Site Address	2100 S. Hamilton St., Chandler, AZ	
Selected Site Legal Description		
Original Land Owner	Schrader Farms	
Final Land Owner	City of Chandler	
Land Owned or Leased for Final Use	Owned	
Final Purchase Date (if applicable)	11/28/2005	
Lease Dates (if applicable)	N/A	
Site Size (acres)	10 acres	
Current Land Use	Vacant Field	
General Plan Land Use	Airpark Area Employment	
Zoning	Agriculture	
Zoning Amendment Required	No	
Zoning Amendment Date	N/A	
Existing Conditions	Site selection study completed 6/2005, Environmental Assessment 2006, Final Design 6/2008, Project under	



