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AUG 27 2009



Chandler · Arizona
Where Values Make The Difference

MEMORANDUM

Public Works Department – Memo No. TR10-001

DATE: AUGUST 27, 2009

TO: MAYOR AND COUNCIL

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

FROM: ROBERT BORTFELD, SENIOR ENGINEER *RBS*

SUBJECT: RESOLUTION NO. 4324, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) #118-41-2010 WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE ARIZONA AVENUE/COUNTRY CLUB BUS RAPID TRANSIT PROJECT AND TO ACCEPT REIMBURSEMENT OF APPROXIMATELY \$937,500 FOR PROJECT RIGHT OF WAY COSTS.

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution 4324, approving an Intergovernmental Agreement (IGA) #118-41-2010 with the Regional Public Transportation Authority (RPTA) for the Arizona Avenue/Country Club Bus Rapid Transit Project and to accept reimbursement of approximately \$937,500 for project right of way costs.

BACKGROUND AND DISCUSSION: As part of the Regional Transportation Plan (RTP) for the area, which consists of alternative approaches to meeting the region's transportation needs, RPTA and Cities of Mesa and Chandler and Town of Gilbert desire to jointly design and construct a Bus Rapid Transit (BRT) route. The purpose of this Intergovernmental Agreement is to disburse Public Transportation Funds (PTF) and American Recovery and Reinvestment Act of 2009 (ARRA) funds to Cities and Towns, as approved in the Transit Life Cycle Plan (TLCP) and in the RPTA annual budget. The federal ARRA funds will not exceed \$15 million. The overall project estimate is \$22.5M with no cost participation from the City of Chandler.

The Arizona Avenue /Country Club Drive BRT route is approximately twelve (12) miles long with termini at the Tumbleweed Park and Ride in Chandler and the Sycamore Transit Station in west Mesa. The BRT will operate on Arizona Avenue, Country Club Drive, and Main Street

between these termini. Service is currently scheduled to begin on this route in July 2010. There are 12 stations in the City of Chandler at approximately one-mile intervals located at major activity nodes and connectivity locations along the route.

RPTA cannot purchase right-of-way utilizing eminent domain. Each city is requested to purchase the needed right of way for the project within their jurisdiction. A total of \$937,500.00 of the project budget is allocated for Right of Way Acquisition for the City.

The project includes a budget provision for functional artwork. The City of Chandler Arts commission has selected an artist to develop artistic enhancements for the two BRT stations located at Chandler Boulevard. In addition, lighted panels will be provided for display of selected artwork at all of the BRT stations in Chandler. The project budget currently allocated for artwork in Chandler is \$98,477.

It is estimated that construction conducted by utility companies and contractors for RPTA will occur between November 2009 and July 2010. All utility companies and contractors shall obtain any and all necessary permits from the City of Chandler.

TRANSPORTATION COMMISSION: The Transportation Commission approved this item at the June 18, 2009 commission meeting.

FINANCIAL IMPLICATIONS: Under the terms of this agreement, RPTA will be responsible for the design & construction of the project. The City of Chandler will acquire the ROW and be reimbursed by RPTA for all acquisition costs. After project completion, the City of Chandler will be responsible for:

- The regular cleaning and maintenance of the BRT stations. This will be accomplished in accordance with the current maintenance contracts for the transit shelters. Advertising panels will be included at the station locations.
- The maintenance and functionality of the Transit System Priority (TSP) system located within the City of Chandler that will be installed by RPTA along the Arizona Avenue BRT corridor.

PROPOSED MOTION: Staff recommends City Council pass and adopt Resolution 4324, approving an Intergovernmental Agreement (IGA) #118-41-2010 with the Regional Public Transportation Authority (RPTA) for the Arizona Avenue/Country Club Bus Rapid Transit Project and to accept reimbursement of approximately \$937,500 for project right of way costs.

Attachments: Resolution No. 4324
Site Map

RESOLUTION NO. 4324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE ARIZONA AVENUE/COUNTRY CLUB BUS RAPID TRANSIT PROJECT BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY AND THE CITY OF CHANDLER AGREEMENT #118-41-2010

WHEREAS, the City of Chandler desires to accept reimbursement of approximately \$937,500 for project right of way costs.

WHEREAS, the Regional Public Transit Authority (RPTA) has agreed to reimburse the City of Chandler for the project right of way costs.

WHEREAS, the City of Chandler will be required to acquire the project right of way and maintain the Bus Rapid Transit stations upon project completion.

WHEREAS, an IGA is required by the City and RPTA to specify the responsibilities between the parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

- 1) That the City Mayor is authorized to sign and execute the Intergovernmental Agreement for the Arizona Avenue/Country Club Bus Rapid Transit Project between the City of Chandler and the Regional Public Transportation Authority Agreement #118-41-2010 on behalf of the City of Chandler; and
- 2) That the various City officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____ 2009.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4324 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the _____ day of _____ 2009, and that a quorum was present thereat.

City Clerk

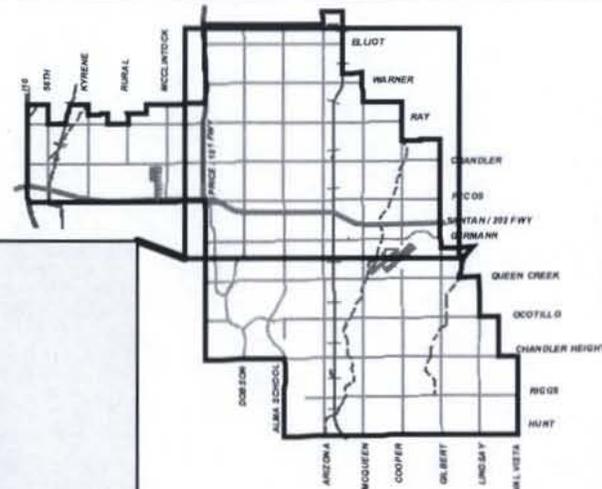
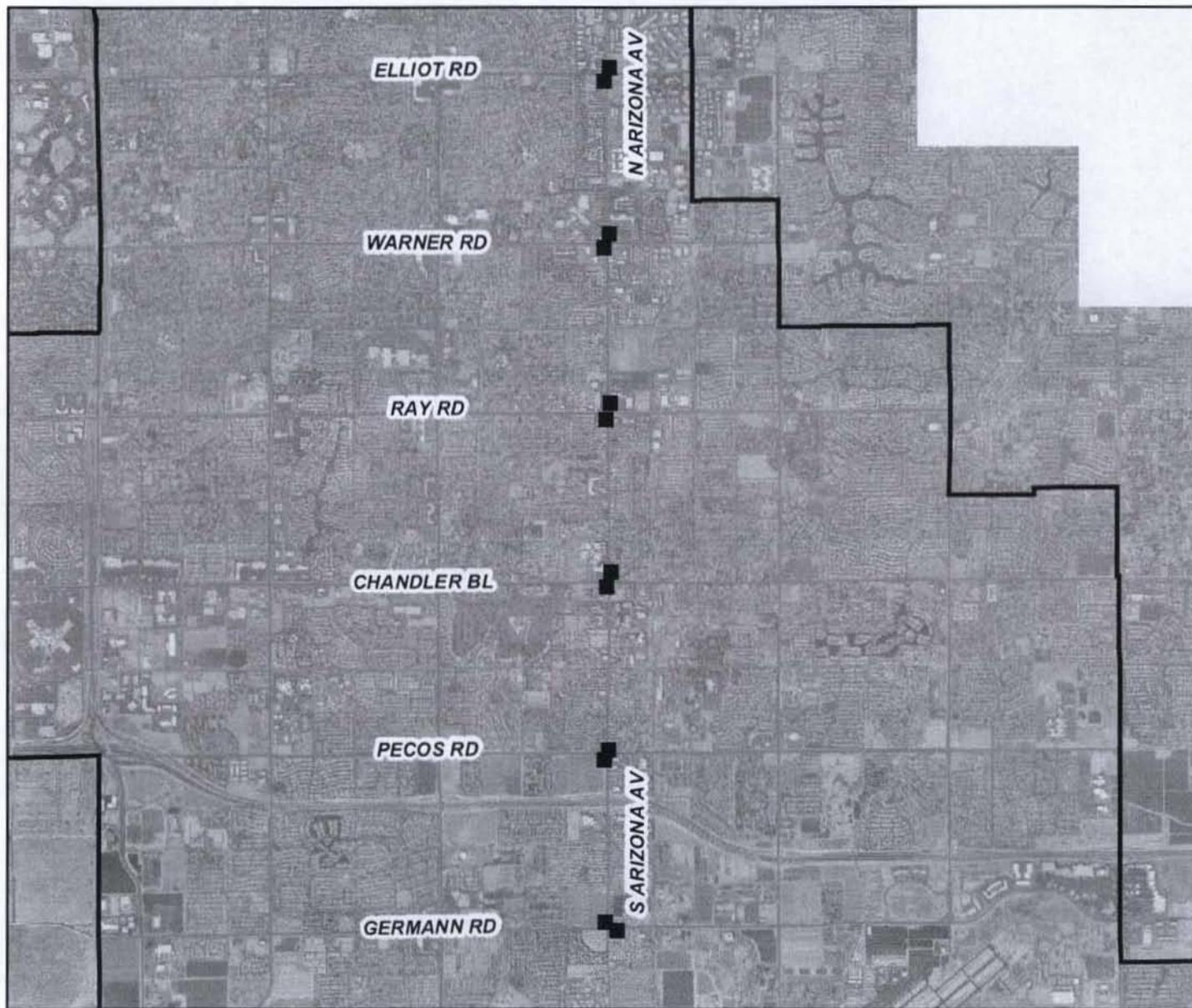
APPROVED AS TO FORM:

CH for

City Attorney



ARIZONA AVE BUS RAPID TRANSIT (BRT) IGA



MEMO NO. TR10-001

■ BRT LOCATIONS



INTERGOVERNMENTAL AGREEMENT
FOR THE
ARIZONA AVENUE/COUNTRY CLUB BUS RAPID TRANSIT PROJECT
BETWEEN
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
AND
THE CITY OF CHANDLER
AGREEMENT # 118-41-2010

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2009, 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 Works Department (hereinafter referred to as “CITY”); and

This Agreement shall become effective as of the date executed by all Parties.

AUTHORIZATION

1. RPTA is authorized, pursuant to A.R.S. § 11-951, et seq., and A.R.S. § 48-5101, et seq., to operate and maintain public transportation services, property and facilities, and to enter into agreements with other government entities to provide such public transit services. RPTA has been authorized by its Board of Directors to enter into this Agreement.
2. CITY has Charter authority, pursuant to A.R.S. § 11-951, et seq., to acquire, provide, operate and maintain public transit services, property and facilities, and to enter into agreements with other government entities to provide such public transit services. CITY is authorized by the City Council to enter into this Agreement
3. 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.; Chapter 2, Section 2, Subsections (c), (i) and (l), Charter of the City of Chandler, 1969]; and

BACKGROUND

1. As part of the Regional Transportation Plan for the area, which consists of a plan to meet the region’s transportation needs, RPTA and City of Chandler desire to jointly design and construct a bus rapid transit (“BRT”) route (“PROJECT”).

2. The Arizona Avenue /BRT route is approximately twelve (12) miles long with termini at Chandler Park and Ride in Chandler and the Sycamore Transit Station in west Mesa. (See Project Description and Project diagram, attached as Exhibit A.) The BRT will operate on Arizona Avenue, Country Club Drive, and Main Street between these termini.

There are 24 stations at approximately one mile intervals located at major activity nodes and preferred destinations along the route.

3. Because RPTA cannot purchase right-of-way utilizing eminent domain, the City will do so for the benefit of the Project. A total not to exceed without prior approval of RPTA of \$937,500.00 of the Project budget is allocated for Right of Way Acquisition for the City.

4. This Project is currently scheduled to be funded by Public Transportation Funds under the Regional Transportation Plan (RTP) as approved for RPTA in the Transit Life Cycle Plan and with federal funds provided by the American Recovery and Reinvestment Act of 2009 (ARRA). The federal funds from the ARRA will not exceed \$15 million. It is anticipated that the total cost of the Project, including all design, consulting fees, right of way acquisition and construction, will not exceed \$22.5 Million for the entire project, including the City of Mesa portion and the Town of Gilbert Portion.

5. The Project budget has a provision for functional artwork. The budget allocated for artwork for individual municipalities based on their jurisdictional equity is in the following tables. If the municipalities decide not to use the monies for artwork they can be used for other Project elements within scope of this Project.

Jurisdiction	Budget for art work
Chandler	\$98,477.11
Gilbert	\$6,460.10
Mesa	\$52,626.17

6. The Dynamic Message Signs and the Fare Vending machines that will be installed at selected BRT stations will be maintained by RPTA within the operating budget for the Project.

7. It is each of the municipalities' responsibility for regular cleaning and maintenance of the BRT stations. The stations shall be cleaned at a minimum of once every week or a frequency that will keep the station platforms clean.
8. The City will be responsible for maintaining the functionality of the Traffic Signal Priority (TSP) that is installed along the Arizona Avenue / BRT corridor.
9. Sums payable pursuant to this Agreement by the RPTA are subject to the RPTA's Board of Directors' annual approval.
10. Construction conducted by utility companies and contractors for RPTA will occur between March 2009 and December 2010. All utility companies and contractors shall obtain any and all necessary permits from the CITY.
11. The CITY will purchase right-of-way utilizing eminent domain for the benefit of the Project, as RPTA is prohibited from acquiring property using eminent domain. A total not to exceed of \$937,500 of the Project budget is allocated for right-of-way acquisition for the CITY without prior approval of RPTA. Specific parcel measurements have been or will be developed to clearly state what size parcel is needed for each right-of-way acquisition. Once developed, the RPTA Executive Director and the City Manager are authorized to attach the legal description and size of each parcel as Exhibit B. It is agreed that RPTA will reimburse the CITY for the full amount of the parcel up to and including the parcel size that has been determined to be the needed size for the right-of-way. Should the CITY decide to purchase a right-of-way parcel larger than as described on Exhibit B, RPTA will only reimburse up to the value of the size of the right-of-way parcel described on Exhibit B. Any additional funds paid for a larger parcel will not be a reimbursed expense to the CITY. In case the City has to acquire the full parcel due to any valid reasons then RPTA will reimburse the City for the entire parcel. However, if the City decides to dispose the remaining land that is not used for the purposes of the project in the future the City shall reimburse RPTA for the cost of the property. If the property remains in the City's trust account the City will not need to reimburse RPTA.

If the City requires additional funds beyond the \$937,500 allocated for City of Chandler to acquire ROW, the City is required to request additional funds through the RPTA committee process.

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to disburse PTF funds and ARRA funds to the City, as approved in the Transit Life Cycle Plan and in RPTA's annual budget according to the following schedule

The total estimated budget for right of way in Chandler for FY 2008-09 and 2009-10 is estimated to be \$937,500.00

If needed, the allocations may be altered by agreement of the parties. However, it doesn't affect the total budget for the Project.

TERMS OF THE AGREEMENT

1. RPTA and CITY shall:

1.1 Good Faith: The Parties agree to fully cooperate and work together in all phases of the approval process, property acquisition, and as otherwise required to fulfill the terms of this Agreement.

1.2 Time: Time is of the essence and the Parties shall each make their best efforts to expedite the approval process and property acquisition in order to make the BRT PROJECT operational as quickly as possible.

1.3 Limitation of Liability: No Party shall be liable to the others for damages to the extent caused or contributed to by matters beyond the respective Party's reasonable control or by the other Parties.

1.4 Compliance with Law: In performing its obligations under this Agreement, the Parties shall comply in all material respects with all applicable federal, state and local laws, regulations, ordinances, and rulings, including but not limited to, those pertaining to health, safety, employment and environmental matters.

1.5 Dispute Resolution: The Parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the Parties are unable to resolve the dispute or claim through negotiations, upon the written request of any Party, Public Transit Works Department Director, or designee, and RPTA's Deputy Executive Director, or designee, will attempt to resolve the matter within fifteen (15) calendar days of the date the matter was referred to them, or within any other time period mutually agreed upon by the Parties. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and RPTA's Executive Director, or designee. If the matter is still not resolved within fifteen (15) calendar days, the

Parties agree that the dispute or claim shall be decided by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The Parties shall select a mutually acceptable arbitrator within fifteen (15) days after notice that a Party desires to resolve a dispute by arbitration. If the Parties cannot agree on a specific arbitrator within such fifteen (15) days period, the American Arbitration Association shall appoint the arbitrator. The arbitrator shall control discovery and award to the prevailing Party its Attorney's fees, expert witness fees, and all other dispute-related costs.

1.6 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 all Parties. There shall be no oral alteration or modification of this Agreement.

1.7 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.

1.8 Applicable Law: This Agreement shall be governed by, and construed in accordance with the laws of the State of Arizona.

1.9 Conflicts of Interest: All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

1.10 Non-waiver: Should any 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 its terms or provisions.

1.11 Assignment: No Party shall have the right to assign its rights or obligations under this Agreement without obtaining the prior written consent of the other Parties (consent not to be unreasonably withheld), nor any attempted assignment without such prior written consent shall be void. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement.

1.12 Headings: The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

1.13 No Joint Venture: CITY and RPTA, and their respective contractors shall perform the duties pursuant to this Agreement as independent agencies. This Agreement shall not create the relationship of employer and employee, partnership, joint venture or other association between the Parties.

1.14 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:

Executive Director
Regional Public Transportation Authority
302 North First Avenue, Suite 700
Phoenix, AZ 85003

If intended for CITY:

City Manager
City of Chandler
Mail Stop 605
P.O. Box 4005
Chandler, AZ 85244

With Copies to:

Public Works Director
City of Chandler
Mail Stop 605
P.O. Box 4005
Chandler, AZ 85244

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. Any Party may change its mailing address, FAX number, or the person to receive notice by notifying the other Parties 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.

1.15 Waiver: No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade unless agreed to by each Party in writing.

1.16 Force Majeure: Force Majeure is a circumstance beyond a Party's control, including but not limited to, fire, flood, labor dispute, or acts of God that excuse the Party from performing its obligations under this Agreement during the period of such disability. The Party claiming Force Majeure shall promptly notify the other when it learns of the existence of a Force Majeure condition and shall similarly notify the other Parties within two (2) days, excluding weekends and holidays, after the Party claiming Force Majeure believes the Force Majeure condition has terminated.

1.17 Indemnification: To the extent permitted by law, the PARTIES agree to defend, indemnify and hold harmless each other and their agents, officers, members, employees or directors from and against any and all claims, liabilities and causes of action attributable, directly or indirectly to the extent caused by reason of the negligence, error, omission or intentional acts of the indemnifying Party or any of its agents, officers, or employees in connection with the performance of this Agreement. The applicable Party shall cause any contractor providing materials or service in connection with the Project to agree to indemnify each of the Parties pursuant to a form of indemnity in the substantial form of this Section 1.17.

1.18 Insurance: RPTA shall require their contractor(s) to obtain Commercial General Liability Insurance with a limit of at least \$1,000,000. The policy shall be endorsed to include the RPTA and City as additional insureds. Additionally, the contractor(s) for RPTA shall be required to obtain Worker' Compensation Insurance to cover obligations imposed by Federal and State statutes having jurisdiction of employees engaged in this construction and Employers' Liability insurance with a minimum limit of \$500,000 for Bodily Injury by Accident, \$500,000 for Bodily Injury by Disease, and \$500,000 for Bodily Injury for Disease. The policies shall waive all rights of subrogation against RPTA and the City. Should the City hire a contractor, the City shall cause their contractor to obtain Commercial General Liability Insurance with a limit of at least \$1,000,000. The policy shall be endorsed to include the RPTA and City as additional insureds. Additionally, the contractor(s) for the City shall be required to obtain Worker' Compensation Insurance to cover obligations imposed by Federal and State statutes having jurisdiction of employees engaged in this construction and Employers' Liability insurance with a minimum limit of \$500,000 for Bodily Injury by Accident, \$500,000 for Bodily Injury by Disease, and \$500,000 for Bodily Injury for Disease. The policies shall waive all rights of subrogation against RPTA and the City.

1.19 Ownership and Maintenance: Upon completion of the Project, bus stop facilities will be the property of CITY, and CITY shall own and maintain such facilities. 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 the Transit Life Cycle Program or policies may be amended from time to time, (collectively referred to as the "TLCP").

1.20 Either through its own funds or through other funding sources the CITY shall be responsible for all right of way costs above the allocated amounts set forth in the "Purpose of the Agreement" section of this agreement.

1.21 Duration: The term of this Agreement shall commence on the date it is fully executed by both Parties and properly filed and/or recorded. It expires on whichever of the following shall first occur: (a) completion, acceptance and full payment of all sums due; or, (b) by amendment canceling the Project and the obligations hereunder.

1.22 Termination: This Agreement is terminable only upon the termination or completion of the Project. RPTA's payment obligation shall persist until whichever of the following shall first occur: (a) completion, acceptance and full payment of all sums due as and for the Project's funding; (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 1.23.

1.23 Non-Appropriations: This Agreement is subject to the availability of funding. The RPTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Agreement purposes can be made available to the RPTA Deputy Executive Director of Finance for this Agreement and until the CITY receives notice of such availability, to be confirmed in writing by the Deputy Executive Director of Finance. Any award of Agreement hereunder will be conditioned upon said availability of funds for the Agreement.

1.24 Upon execution of this agreement by both City and RPTA, RPTA is to reimburse the CITY expenses incurred under this agreement until all work is completed or this agreement is terminated.

2. CITY shall:

2.1 Acquire all necessary rights-of-way and easements required for the improvements by purchase, dedication, donation or through eminent domain, if necessary. City is entitled to reimbursement from RPTA for all costs and expenses incurred regarding acquisition of all necessary rights-of-way and easements from RPTA Board approved right of way funds pursuant to the Transit Life Cycle Program. Attached hereto, and by this reference incorporated herein, is the following Exhibit to be used by City in seeking reimbursement: Exhibit A, RPTA Reimbursement Request Form.

2.2 Not less than once a month, submit to RPTA a request for reimbursement on RPTA's Reimbursement Request Form (Exhibit A to this Agreement) and provide a report summarizing Project progress made on the dates referenced in the reimbursement request. This report and form shall be submitted electronically to the staff designated by RPTA, in writing, as their authorized recipient.

2.3 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. RPTA shall be solely responsible for any and all costs associated with such audits.

2.4 Shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, CITY shall be solely responsible for issuing all approvals and building and construction permits necessary. RPTA shall be solely responsible for any and all costs associated with obtaining such approvals and permits from RPTA Board approved funds pursuant to the Transit Life Cycle Program.

2.5 In performing hereunder, CITY will look to the TLCP for guidance and direction.

2.6 CITY shall provide quarterly reports to the RPTA summarizing the previous quarter's activities. The quarterly reports shall be due to RPTA 15 days after the end of the quarter. Quarters shall be Jan-March, April-June, July-September and October-December.

2.7 In addition to the indemnity obligations of Section 1.17, the CITY shall indemnify, defend, save and hold harmless RPTA (as "indemnitee") 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 of 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 result in vicarious/derivative liability to the Indemnitee and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents employees, or volunteers

3. RPTA shall:

3.1 Serve as the lead agency for the design, construction and construction management of the PROJECT.

3.2 Provide to CITY in a timely manner submittals of all plans and specifications for review and comment, and work to resolve and/or incorporate such comments into the final design plans and specifications.

3.3 Provide for the relocation of utilities within the acquired rights-of-way, prior to construction of the PROJECT. Utilities with prior rights shall be relocated and included in the PROJECT cost to be repaid to CITY by RPTA as described in Paragraph 2.1.

3.4 Disburse PTF or ARRA funds to CITY, as approved in the Transit Life Cycle Plan for right-of way acquisition and in RPTA's annual budget to fund the obligations set forth in the "Purpose of the Agreement" section of this Agreement.

As supported by actual expenditures, disbursements shall be made by RPTA monthly after receipt of a completed Reimbursement Request Form, attached as Exhibit A; provided, however: (1) expenditures eligible for reimbursement 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.

3.5 Be solely responsible for any and all costs associated with audits of CITY expenditures as specified in Section 2.3, above.

3.6 RPTA shall act as Lead Agency (as that term is defined in the TLCP policies) and fulfill lead Agency responsibilities including the construction bidding and the implementation process.

3.7 RPTA shall ensure that Design Concept Report is completed and approved through the RPTA committee process prior to start of construction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
_____ day of _____ 2009.

City of Chandler

Regional Public Transportation
Authority (RPTA)

By:

By:

Boyd Dunn
Mayor

David A. Boggs
Executive Director

ATTEST

ATTEST:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) 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.

For the City of Chandler

Attorney for RPTA

**EXHIBIT A
REIMBURSEMENT REQUEST FORM**

**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	\$ -	\$ <input type="text"/>
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.

Date request received:	<i>For RPTA use only</i>
Approved for funds availability	Life cycle compliance review (signature/date)
	10
	Date of funds transfer