

AUG 27 2009



Chandler • Arizona
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MEMORANDUM

Public Works Memo No. TN10-07

DATE: AUGUST 27, 2009

TO: MAYOR & COUNCIL

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

FROM: RICK BECKER, TRANSIT SERVICES COORDINATOR *RS*

SUBJECT: RESOLUTION NO. 4326 – APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) TO ACCEPT REIMBURSEMENT OF PUBLIC TRANSPORTATION FUNDS FOR BUS STOP IMPROVEMENTS WITHIN THE CITY OF CHANDLER IN THE AMOUNT OF \$1,023,050.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4326 Approving an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) to accept reimbursement of Public Transportation Funds for bus stop improvements within the City of Chandler in the amount of \$1,023,050.

BACKGROUND AND DISCUSSION: The purpose of this IGA is to reimburse the City of Chandler for both improvements already made or for future improvements at 91 designated bus stops located throughout the City of Chandler. Attachment B of the IGA lists the eligible bus stops. The attached photo depicts a recently installed bus shelter with furniture.

This bus stop improvement program consists of utilizing Public Transportation Funds under the Regional Transportation Plan as approved by RPTA to assist in paying for improvements at bus stop locations region-wide. City of Chandler staff have submitted an application for funding improvements at bus stops in the City’s jurisdiction. Each location submitted is prioritized and a level of improvements is identified based on the RPTA Bus Stop Program and Standards – Final Report: Findings and Recommendations which was accepted and adopted by the RPTA Board of Directors on March 20, 2008. The RPTA Board of Directors then awarded defined funding reimbursement amounts for specific locations in relation to the amount of funds available.

Bus stops constructed any time after November 2003 are eligible for reimbursement. Approximately 40% of the eligible bus stop locations have had improvements made to date. Reimbursement shall be used for City funded capital improvements only, to include amenities

such as concrete shelter pad, signage, shelter, and associated furniture. Reimbursement will not include shelters purchased and installed by the City's bus shelter installation and maintenance contractor. Ongoing maintenance and operation of bus stops are not included and remain a local responsibility.

There are five levels of amenity investments designed to provide a basis for setting funding levels, but are not meant to create requirements that cities must provide. While cities are encouraged to provide the amenities associated with the funding level for which their stop qualifies, it is understood requirements will be tailored to each site's unique needs. The city will be reimbursed for actual expenses incurred up to the level awarded for a particular site. After amenities have been installed at a bus stop, the City may request any savings remaining from the awarded funding for that location to improve another bus stop, subject to approval by RPTA.

FINANCIAL IMPLICATIONS:

Savings: \$1,023,050 in bus stop improvements reimbursed and funded by Proposition 400

PROPOSED MOTION: Move that the City Council pass and adopt Resolution No. 4326 approving an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) to accept reimbursement of Public Transportation Funds for bus stop improvements within the City of Chandler in the amount of \$1,023,050.

Attachments: Resolution No. 4326
Intergovernmental Agreement No. 118-45-2010

RESOLUTION NO. 4326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY TO ACCEPT REIMBURSEMENT OF PUBLIC TRANSPORTATION FUNDS FOR BUS STOP IMPROVEMENTS WITHIN THE CITY OF CHANDLER IN THE AMOUNT OF \$1,023,050.

WHEREAS, the Regional Public Transportation Authority (RPTA) has approved the use of Public Transportation Funds under the Regional Transportation Plan in the Transit Life Cycle Program to assist cities and towns in paying for improvements at bus stop locations (the project) located in the City of Chandler; 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 submitted prioritized locations with various levels of improvements approved by the RPTA Board of Directors, which awarded defined funding amounts for specific locations in relation to the amount of funds available, 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 reimbursement of Proposition 400 - Public Transportation Funds in the amount of \$1,023,050 for improvements made at City of Chandler bus stops, and authorizing the Mayor of the City of Chandler to execute such agreement upon Certification by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 27th day of August, 2009.

ATTEST:

CITY CLERK

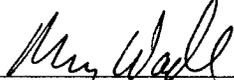
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4326 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of August, 2009, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
FOR THE
BUS STOP IMPROVEMENT PROGRAM
BETWEEN THE
REGIONAL PUBLIC TRANSPORTATION AUTHORITY
AND
CITY OF CHANDLER

AGREEMENT NO. 118-45-2010

This Agreement is entered into by and between the Regional Public Transportation Authority (“RPTA”) of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, and the City of Chandler (“CITY”), a municipal corporation under the laws of the State of Arizona, acting by and through its City Council and Public Transportation Department. RPTA and the CITY may be referred to collectively as “PARTIES” and individually as “PARTY.”

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 is authorized, pursuant to A.R.S. § 11-951, et seq., Chandler City Charter, Article 1, § 101 and Article X, § 1007, 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 has been authorized by the Chandler City Council to enter into this Agreement.

BACKGROUND

1. As part of the Regional Transportation Plan for the area, which consists of alternative approaches to meeting the region’s transportation needs, RPTA and CITY desire to acquire, construct, install, operate and maintain improvements at various bus stops locations throughout the region (“PROJECT”).

2. The Project consists of utilizing Public Transportation Funds under the Regional Transportation Plan (RTP) as approved for RPTA in the Transit Life Cycle Program to assist cities and towns in paying for improvements at bus stop locations region-wide. Cities and towns have submitted applications for funding improvements at bus stops in their jurisdictions. Each location submitted is prioritized and a level of improvements is identified based on the RPTA Bus Stop Program and Standards - Final Report: Findings and Recommendations which was accepted and adopted by the RPTA Board of Directors on March 20, 2008.

3. The RPTA Board of Directors then awarded defined funding amounts for specific locations in relation to the amount of funds available.

4. Funding shall be used for capital improvements only; right-of-way acquisition, ongoing maintenance and operation of bus stops are not included and remain a local responsibility. Local jurisdictions are responsible for the ongoing operational costs for any capital improvements made at a stop.

5. Funding may be used to replace an amenity at a bus stop with a higher level amenity (i.e. replace a standard size shelter with a larger shelter); however, funding shall not be used simply to replace an existing amenity with a similar amenity (i.e. replace a trash receptacle with another trash receptacle) except when amenities must be replaced for compliance with the Americans with Disabilities Act (ADA).

6. ADA guidelines do not require that any amenity be placed at a bus stop. However, if an amenity is placed at a bus stop, the ADA guidelines do provide criteria for some types of amenities and placement and spacing standards that must be met for any amenity installed.

7. There are five levels of amenity investments. (See Attachment A) The levels of amenities were designed to provide a basis for setting funding levels, but are not meant to create onerous requirements regarding the amenities that cities must provide at bus stops. While cities are encouraged to provide the amenities associated with the funding level for which their stop qualifies, exact requirements will be developed through negotiation between RPTA and the CITY; requirements will be tailored to each site's unique needs. Attachment B shows each awarded location, its recommended amenities investment level, and funding allocation.

- Signage should include
 - Route identification
 - Direction of travel
 - Valley Metro branding elements
- Information displays can be a problem because information currently is not updated on a consistent, regional basis (rather, it is updated according to each CITY's update schedule). A regional system of coordination for updates may improve the quality of customer information.
- Information displays can be simplified to provide maps and timetables pertaining to one direction of travel, and timetables can be eliminated where headways are very short, e.g. "M-F, every 15 minutes."

8. While the awarded funding levels for each bus stop are meant to be adequate to provide the level of amenities recommended, RPTA wishes to encourage efficient use of RTP funding. Therefore, after amenities have been installed at a bus stop, the CITY may request any savings remaining from the awarded funding to improve another bus stop location (subject to approval by RPTA). For example, if the CITY is able to secure the amenities for a lower cost than the amount awarded, such as by volume purchase or coordination with other valley cities, any realized savings can be requested to fund other bus stop investments in the CITY.

9. CITY will be reimbursed for actual expenses incurred up to the level awarded. If a CITY funds bus stop improvements in advance of the programmed schedule (for example, a project may be advanced using CITY funds), RPTA will reimburse the CITY with programmed funds as originally scheduled.

10. Bus stops constructed any time after November 2003 are eligible for reimbursement.

11. Reimbursement for amenities installed at a new stop (not currently served by any route, but installed for an impending new service start) shall be made no earlier than six months prior to the projected start of the new service.

12. An audit process will ensure that funds are being spent for amenities and at the locations approved by the RPTA Board of Directors. The audit will ensure that Public Transportation Funds (PTF) have been used for eligible costs and that the investments are compatible with the intended purpose of the RTP.

13. This Project is funded 100% by Public Transportation Funds under the Regional Transportation Plan (RTP) as approved for RPTA contribution in the Transit Life Cycle Plan. It is estimated that the total cost of the project to be \$1,023,050.

PURPOSE OF THE AGREEMENT

The purpose of this agreement is to disburse PTF funds to the CITY for Bus Stop Improvements within the City of Chandler at the RPTA Board of Directors approved locations and up to the Board approved amounts as specified in Attachment B.

With the approval of the RPTA, CITY may formally request excess funding that is not fully being utilized at a location to be reallocated to another bus stop by completing and submitting a Bus Stop Improvement Reimbursement Reallocation Request Form (Attachment C) to the RPTA for approval. After RPTA approval, the CITY may submit a request for reimbursement for any reallocated funds.

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, placement of the bus stops and as otherwise required to fulfill the terms of this Agreement.

1.2 Limitation of Liability. Neither Party shall be liable to the other for damages to the extent caused or contributed to by matters beyond the respective Party's reasonable control or by the other Party.

1.3 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.

1.4 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 either Party, Chandler's Public Transit Manager, 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 Chandler's Assistant 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.

1.5 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.

1.6 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.

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

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

1.9 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 its terms or provisions.

1.10 Assignment. Neither Party shall have the right to assign their rights or obligations under this Agreement without obtaining the prior written consent of the other Party (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.

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

1.12 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.

1.13 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:

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

Ann Marie Riley
Management Assistant
City of Chandler
215 E. Buffalo # 202
Chandler, Arizona 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. 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.

1.14 Waiver. No waiver by either 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.

1.15 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 within two (2) days, excluding weekends and holidays, after the Force Majeure condition has terminated.

1.16 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 against them, their agents, officers, members, employees or directors attributable, directly to or to the extent caused by reason of the negligence, error, omission or intentional acts of any agent, officer, or employee of performance of this Agreement.

1.17 Insurance. The contractor for RPTA shall obtain insurance fully indemnifying and holding RPTA and CITY harmless in such amounts as may be required by CITY and with the interests of CITY and RPTA endorsed on the insurance policy as an additional insured.

1.18 Ownership and Maintenance. Upon completion of the Project, Bus stop improvements will be the property of CITY to own and maintain. RPTA claims an interest in the improvements by virtue of its financial participation pursuant to the terms of this Agreement. In the event that a third party has made an offer to purchase improvements constructed pursuant to this Agreement, CITY and RPTA agree that RPTA be reimbursed in full, by the buyer, at the same participation refers to the same percentage of RPTA's contribution to the project compared to other participation by other and on the same terms as those contained in the third party offer that CITY has expressed a willingness to accept. CITY must notify RPTA in compliance with the provisions of Section 1.13 regarding Notice. RPTA is required to provide written approval on the sale of any and all regionally funded assets and facilities before any agreement with a buyer is consummated. This section, 1.18, may be superseded by the Valley Metro RPTA Board of Director's approval of a Development Policy for Public Transportation Fund Financed Capital

Projects which may be incorporated into the Board's approved Transit Life Cycle Program Policies, which pursuant to sections 2.4 and 2.5 of this CONTRACT. CITY has agreed to abide by. CITY shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. In performing hereunder, CITY shall comply with all applicable laws, ordinances, regulations and codes of the 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").

1.19 Duration. The term of this Agreement shall commence on the date it is fully executed by the 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 as and for the Project's local match; or, (b) by amendment canceling the Project and the obligations hereunder. This agreement may be extended for four (4) one (1) year options periods.

1.20 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 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 1.21.

1.21 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 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.

1.22 COMPLIANCE WITH THE E-VERIFY PROGRAM

1.22.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

1.22.2 Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

1.22.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

1.22.4 Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

1.22.5 Federal Employment Verification Provisions – No Material Breach, A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

1.23. LEGAL COMPLIANCE AND PROHIBITION

To the extent applicable, RPTA and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CITY and RPTA each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CITY each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof. In addition, the parties each certify that it does not have a scrutinized business operation in either Iran or Sudan. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

2. CITY shall:

2.1 Be responsible for acquiring and/or constructing, installing, operating and maintaining Bus Stop Improvements at the locations listed in Attachment B attached hereto, and by this reference incorporated herein.

2.2 As needed, but no less than once each calendar quarter, submit to RPTA a request for reimbursement on RPTA's Reimbursement Request Form (Exhibit A to this Agreement) along with a Bus Stop Improvement Reimbursement Checklist (Attachment B 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 obtaining all approvals and permits necessary.

2.5 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. Quarters shall be Jan-March, April-June, July through September and October-December.

3. RPTA shall:

3.1 Disburse PTF funds to CITY, as approved in the Transit Life Cycle Program and in RPTA's annual budget, according to the following:

FY 2008-09 to 2009-10	<u>\$1,023,050</u>
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To the extent practicable, and as supported by actual expenditures, disbursements shall be made monthly after receipt of a completed Reimbursement Request Form, attached as Exhibit A, and a completed Bus Stop Improvement Reimbursement Checklist, attached as Attachment B, 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 has been made, or until all allocated sums have been disbursed; and/or, (2) authorized but unexpended reimbursements shall be carried forward to future years until all allocated sums have been disbursed.

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

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 W. Dunn
Mayor

David A. Boggs
Executive Director

ATTEST:

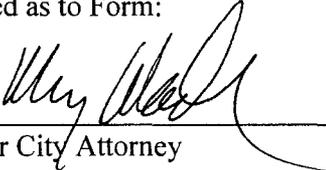
ATTEST:

Chandler City Clerk

Jon Medwin
Manager of Contracts and Procurement

Approved as to Form:

Approved as to Form:



Chandler City Attorney

William J. Sims III
Attorney for RPTA

ATTACHMENT A

Table 1: Levels of Bus Stops

Amenity Investment	Base	Level 1	Level 2	Level 3	Level 4
<i>Key Feature</i>	<i>Sign</i>	<i>Shade</i>	<i>Seating</i>	<i>Shelter</i>	<i>Enhanced Shelter</i>
<i>Funding Allocation*</i>	<i>\$164</i>	<i>\$3,278</i>	<i>\$6,556</i>	<i>\$16,605</i>	<i>\$22,363</i>
Bus stop sign	●	●	●	●	●
8' x 8' clear area (pad)		●	●		
8' x 24' clear area (pad)				●	●
Information display		●	●	●	●
Shade		●	●	●	●
Trash bin			●	●	●
Lighting			●	●	●
Seating			●	●	●
Standard bus shelter				●	●
Landscaping/planting				●	●
Safety bollards				●	●
Bike rack				●	●
Larger shelter, or other specialized features					●
Ash collector					●
Emergency call button					●

ATTACHMENT B

BUS STOP IMPROVEMENT REIMBURSEMENT CHECKLIST (CHANDLER)

Location of Bus Stop	Bus Stop Number	Amenities Level	Awarded Amount	Amount Requested	Sign	8X8 Pad	8X2 4 Pad	Info Display	Shade Tree(s)	Trash Bin	Lighting	Seating	Standard Shelter(s)	Landscape	Safety Bollards	Bike Rack(s)	Large Shelter(s)	Ash Collector
NB Rural Rd - Desert Breeze Blvd FS		Level 1	3,278															
NB Dobson - Willis FS	8565	Level 1	3,278															
SB Dobson - Earl NS	8567	Level 1	3,278															
NB Dobson - Marlboro NS	8572	Level 1	3,278															
WB Ocotillo - SW Jacaranda FS	8574	Level 1	3,278															
WB Ocotillo Rd - SE Jacaranda FS	8574	Level 1	3,278															
SB Dobson - Cheyene FS	8576	Level 1	3,278															
SB Dobson - El Prado FS	8581	Level 1	3,278															
NB Dobson - Armstrong FS	8583	Level 1	3,278															
NB Alma School Rd - Lake Drive FS	8584	Level 1	3,278															
SB Dobson - Mesquite FS	8588	Level 1	3,278															
NB Dobson - Palimino FS	8589	Level 1	3,278															
NB Dobson - Mockingbird FS	8591	Level 1	3,278															
SB Dobson - Willis FS	8596	Level 1	3,278															
SB Dobson - Armstrong FS	8598	Level 1	3,278															
SB Basha - Ocotillo & Fulton Ranch Blvd MB	8605	Level 1	3,278															
SB Dobson - Summitt FS	8606	Level 1	3,278															
NB Dobson - Summitt FS	8607	Level 1	3,278															
NB Dobson - Earl FS	8611	Level 1	3,278															
EB Ocotillo - Ambrosia FS	8619	Level 1	3,278															
EB Ocotillo - Alma School FS	8621	Level 1	3,278															
EB Ocotillo Rd - Basha Rd NS	-	Level 1	3,278															
EB Chandler Blvd - Galaxy FS	1207	Level 2	6,556															
NB Dobson Rd - Galveston St FS	2872	Level 2	6,556															
SB Dobson Rd - Galveston St FS	4577	Level 2	6,556															
SB Rural Rd - Erie St FS	4734	Level 2	6,556															
NB Dobson - Market Place FS	8587	Level 2	6,556															
NB Dobson Rd - Palimino/ Shawnee	8589	Level 2	6,556															

ATTACHMENT B CONT.

BUS STOP IMPROVEMENT REIMBURSEMENT CHECKLIST (CHANDLER)

Location of Bus Stop	Bus Stop Number	Amenities Level	Awarded Amount	Amount Requested	Sign	8X8 Pad	8X24 Pad	Info Display	Shade Tree(s)	Trash Bin	Lighting	Seating	Standard Shelter(s)	Landscape	Safety Bollards	Bike Rack(s)	Large Shelter(s)
SB Dobson - Mockingbird FS	8590	Level 2	6,556														
EB Chandler Blvd - 56th St FS	1199	Level 3	16,605														
EB Chandler Blvd - Kyrene Rd FS	1219	Level 3	16,605														
NB Dobson Rd - Ironwood St FS	2879	Level 3	16,605														
SB Dobson Rd - Knox Rd FS	4579	Level 3	16,605														
SB Dobson Rd - Warner Rd FS	4583	Level 3	16,605														
WB Chandler Blvd - 56th St FS	6485	Level 3	16,605														
WB Chandler Blvd - Carriage lane FS	6494	Level 3	16,605														
WB Chandler Blvd - Intel Way FS	6498	Level 3	16,605														
WB Chandler Blvd - Pennington St FS	6502	Level 3	16,605														
WB Chandler Blvd - Rural Rd FS	6509	Level 3	16,605														
SB Dobson Rd - Frye Rd FS	7809	Level 3	16,605														
SB Dobson - Fairview NS	8569	Level 3	16,605														
NB Dobson - Fairview NS	8570	Level 3	16,605														
NB Dobson Rd - Warner Rd FS	8573	Level 3	16,605														
SB Dobson Rd - Elliot Rd FS	8580	Level 3	16,605														
NB Dobson - Pecos FS	8586	Level 3	16,605														
SB Dobson - Pecos FS	8597	Level 3	16,605														
SB Dobson - Price FS	8599	Level 3	16,605														
NB Dobson - Queen Creek FS	8600	Level 3	16,605														
SB Dobson - Queen Creek Rd FS	8601	Level 3	16,605														
SB Dobson - Germann FS	8612	Level 3	16,605														
NB Dobson - Germann FS	8614	Level 3	16,605														
NB Dobson - Elliot FS	8678	Level 3	16,605														
EB Chandler Blvd - 54th St FS	.	Level 3	16,605														
WB Chandler Blvd - 54th St FS	.	Level 3	16,605														
EB Chandler Blvd - Carriage lane FS	.	Level 3	16,605														
EB Chandler Blvd - Ellis St/Carriage St MB	1218	Level 4	22,363														

ATTACHMENT B CONT.

BUS STOP IMPROVEMENT REIMBURSEMENT CHECKLIST (CHANDLER)

Location of Bus Stop	Bus Stop Number	Amenities Level	Awarded Amount	Amount Requested	Sign	8X8 Pad	8X24 Pad	Info Display	Shade Tree(s)	Trash Bin	Lighting	Seating	Standard Shelter(s)	Landscape	Safety Bollards	Bike Rack(s)	Large Shelter(s)
WB Pecos - Gilbert & Emmett MB	5315	Level 4	22,363														
EB Chandler Blvd - Arizona Ave FS	5597	Level 4	22,363														
WB Chandler Blvd - Arizona Ave FS	6487	Level 4	22,363														
WB Chandler Blvd - Ellis St FS	6489	Level 4	22,363														
WB Chandler Blvd - Price 101 FS	6504	Level 4	22,363														
WB Frye Rd - Chandler Village Drive NS	7773	Level 4	22,363														
EB Chandler Blvd - Hearshstone Way FS	8160	Level 4	22,363														
EB Ocotillo - Dobson FS	8564	Level 4	22,363														
NB Dobson - Ocotillo FS	8594	Level 4	22,363														
SB Dobson - Ocotillo MB	8617	Level 4	22,363														
NB Dobson - Across from Intel North DW		Level 4	22,363														
SB McClintock - Erie St FS	8563	Level 1	3,278														
NB McClintock - Windmills Blvd FS	8566	Level 1	3,278														
SB Kyrene Rd - Gila Springs Place NS	8571	Level 1	3,278														
SB McClintock - Walton FS	8575	Level 1	3,278														
SB Kyrene Rd - Orchid St FS	8595	Level 1	3,278														
NB McClintock - Erie St FS	8610	Level 1	3,278														
NB McClintock - Galveston FS	8615	Level 1	3,278														
NB Kyrene - Gila Springs Blvd FS	8616	Level 1	3,278														
NB Kyrene - Ivanhoe FS	8618	Level 1	3,278														
SB Kyrene Rd - Ivanhoe St FS	8620	Level 1	3,278														
NB McClintock - Ivanhoe FS	8577	Level 2	6,556														
SB McClintock - Desert Breeze FS	8579	Level 2	6,556														
SB Kyrene Rd - Frye Rd NS	8585	Level 2	6,556														
SB McClintock - Orchid St FS	8608	Level 2	6,556														
NB Kyrene - W Gila Springs Blvd FS	8609	Level 2	6,556														
NB Kyrene Rd - Frye Rd FS		Level 2	6,556														
SB Kyrene Rd - Chandler Blvd FS	8582	Level 3	16,605														

EXHIBIT A
PTF EXPENDITURE REIMBURSEMENT REQUEST

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.

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



NOW 2 OPTIONS IN PHOENIX:

14-Month Executive
MBA



18-Month Evening
MBA

EllerEMBA.com
The University of Arizona

CBS
BUS