

**RESOLUTION NO. 2009-22**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO BUS TRANSIT SERVICE AND TWO AMENDMENTS THERETO.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. That the Intergovernmental Agreement between the Town of Fountain Hills (the "Town") and the Regional Public Transportation Authority (the "RPTA") relating to public transportation services is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the First Amendment (the "First Amendment") to the Intergovernmental Agreement between the Town and the RPTA relating to public transportation services is hereby approved in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. That the Second Amendment (the "Second Amendment") to the Intergovernmental Agreement between the Town and the RPTA relating to public transportation services is hereby approved in the form attached hereto as Exhibit C and incorporated herein by reference.

SECTION 4. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Intergovernmental Agreement, the First Amendment and the Second Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, Arizona, June 18, 2009.

**FOR THE TOWN OF FOUNTAIN HILLS:**

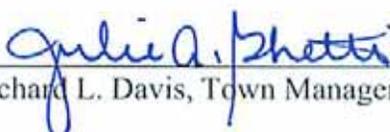
**ATTESTED TO:**

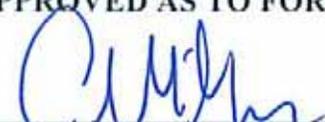
  
\_\_\_\_\_  
Jay T. Schlum, Mayor

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

*for*   
\_\_\_\_\_  
Richard L. Davis, Town Manager

  
\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**EXHIBIT A  
TO  
RESOLUTION NO. 2009-22**

**[Intergovernmental Agreement]**

**See following pages.**

**TRANSIT SERVICE AGREEMENT  
(The "Agreement")**

**Contract # 124-34-2008**

**BETWEEN:** THE Town of Fountain Hills, a Municipal Corporation (hereinafter referred to as the "TOWN")

**AND:** THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (of Maricopa County), a public agency established pursuant to A.R.S. Section 48-5101, et seq., (hereinafter referred to as the "RPTA").

**WHEREAS:** The RPTA is authorized to contract for the provision of public transportation services pursuant to A.R.S. Sections 48-5122 and 48-5123; and

**WHEREAS:** The TOWN is authorized to contract for the provision of public transportation services pursuant to the Town of Fountain Hills Code; and

**WHEREAS:** The TOWN and the RPTA together with other Maricopa County cities desire to provide a regional public transportation system; and

**WHEREAS:** TOWN has been authorized by its TOWN Council and RPTA has been authorized by its Board of Directors to enter into this Agreement; and

**WHEREAS:** The RPTA has established a network of regional public transportation services within Maricopa County; and

**WHEREAS:** The TOWN, a municipal corporation, and the RPTA, a public agency, have authority in accordance with A.R.S. 11-952 to enter into intergovernmental agreements;

**NOW, THEREFORE IT IS AGREED** by and between the parties, as follows:

**Regional Transit Services:** means a public system for the transport of passengers by any means but not including community-funded transportation services.

**ADA Paratransit Service:** ADA Paratransit Service means services provided by TOWN to transport persons certified by Valley Metro as eligible for ADA Complementary Paratransit Service.

**Public Transportation Service:** Public Transportation Service means Regional Transit Services and ADA Paratransit Services.

**Service specifications:** A detailed description of the Regional Transit Services funded by RPTA and covered by the agreement, including:

- a street by street description of routes;
- times of operations;
- route name and number;
- frequency;
- days of operation;
- first and last trip times;
- connections with other routes;
- timing points;
- boarding and alighting policies; and
- estimates of revenue hours and miles on weekly hours.

**Transit stop:** any location or structure and any ancillary facilities the purpose of which is to enable passengers to board or alight from transit vehicles

## **SECTION 1: SERVICE AREA AND TRANSIT SERVICES**

The boundaries of the TOWN which are lawfully in effect on the 1st day of July, 2007 shall designate and define the limits of the service area for the purposes of the Agreement.

## **SECTION 2: TERM AND RENEWAL**

This agreement shall commence on July 1, 2007, and shall terminate on June 30, 2012, unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than thirty (30) days prior to the proposed termination date. Funding levels for this Agreement shall be determined annually and shall be incorporated into this Agreement through the amendment of Schedule A. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

## **SECTION 3: RPTA RESPONSIBILITY**

3.1 With respect to Regional Transit Services, the RPTA shall:

- a. approve annual operating budgets for the provision of Regional Transit Service hereunder;
- b. recommend service specifications in consultation with the TOWN;
- c. determine, set and amend the fare structure for transit services provided hereunder;
- d. recommend (subject to TOWN approval) functional standards for construction and establishment of transit stops and capital projects, such as park and ride and transit exchange facilities. Provided, however, TOWN shall not be bound by such recommendation and shall act upon its independent judgment and discretion;
- e. coordinate the negotiation of operating agreements with operating companies for the provision of transit service hereunder;
- f. provide marketing and merchandising of transit service provided hereunder;
- g. provide administrative services, equipment, personnel and management services necessary to provide the TOWN with local bus scheduled, fixed route transit service. Scheduled transit services will be delivered by independent contractor(s) selected and approved by the RPTA. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;
- h. provide quarterly reports on ridership and revenue collected; and
- i. provide professional staff, as requested, to assist the TOWN in developing, evaluating and adjusting services.

3.2 With respect to ADA Paratransit services, the RPTA shall transfer to the TOWN funds allocated by the Board of the RPTA, and specified in Schedule A, for the purposes of reimbursing TOWN for the cost to provide ADA Paratransit services. The TOWN shall submit a PTF Reimbursement Request Form, Attachment A, certifying that the costs have been incurred and are eligible for reimbursement.

3.3 The RPTA may conduct service and financial audits for services operated with any funding from the RPTA.

**SECTION 4: TOWN RESPONSIBILITY**

4.1(a). The TOWN expressly acknowledges, understands and agrees that:

- (i). any recommendation provided by RPTA to the TOWN pursuant to this Agreement or otherwise (including, but not limited to, any recommended service specifications or functional standards for construction and establishment of transit stops and any capital project) are simply general

recommendations that the RPTA makes available to certain political subdivisions of the State of Arizona.

- (ii). all such recommendations must be tailored to the specific requirements of the TOWN;
  - (iii). the RPTA makes no representation or warranty to TOWN that any such representation is sufficient or adequate to meet the specific requirements of the TOWN;
  - (iv). it is the TOWN's sole responsibility to review, approve or modify as appropriate any recommendation of the RPTA hereunder, including (but not limited to) any recommendation concerning pedestrian and traffic control.
    - a. With respect to services provided hereunder, the TOWN shall provide traffic control and transit priority measures such as turning movements, on TOWN streets.
    - b. The TOWN shall purchase and install bus stop signs, and
    - c. The TOWN shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans.
- 4.2 The TOWN shall provide reasonable financial and operational data to the RPTA with respect to all regional transportation services, as requested from time to time.
- 4.3 TOWN shall expend a certain percent of its Local Transportation Assistance Funds (LTAF) on transit as required by ARS Section 48-5104.
- 4.4 The TOWN shall agree to abide by the RPTA Transit Life Cycle Program Policies and Procedures.
- 4.5 Provide a written ninety (90) calendar day notice for major service changes

**SECTION 5:**

5.1 **Records**

The Federal Transit Administration (FTA), the Arizona Department of Transportation, the Comptroller General of the United States, or any designee shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination,

excerpts and transcriptions. All required records shall be maintained for a minimum of three years after all pending matters are closed.

5.2 Covenant Against Contingent Fees

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, TOWN Council, the RPTA Board or any employee of TOWN or RPTA, has any interest, financially or otherwise, in this Agreement.

5.3 Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by RPTA and acknowledged by TOWN by letter.

5.4 Termination

RPTA and TOWN hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing thirty (30) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination together with any penalty or costs imposed by other funding sources and any costs attributing to Section 13(c) of the Federal Transit Act of 1964, as amended, the total of which is hereinafter referred to as "termination costs." If TOWN has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if TOWN has paid RPTA an amount less than the termination costs, then TOWN shall pay to RPTA an amount equal to the difference between the termination costs and the amount that TOWN has already paid under this Agreement.

5.5 Additional Work

Additional work, when authorized by executed Contract Change Order or Supplement Agreement, shall be compensated for by a fee, mutually agreed upon by both parties.

5.6 Successors and Assigns

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.7 Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

SECTION 6: INDEMNIFICATION

Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional act. An indemnifying party's negligence, error, omission or intentional act, as that phrase is used herein, includes the negligence, error, omission or intentional act of its officers, agents and employees. This provision shall survive the termination of this Agreement.

SECTION 7: AMENDMENT

This Agreement may be amended in whole or in part by written agreement of the parties.

SECTION 8: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

**SECTION 9: INTEGRATION**

This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

**SECTION 10: ATTORNEYS' FEES**

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

**SECTION 11: SEVERABILITY**

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

**SECTION 12: NO ASSIGNMENT**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other; provided, however, that RPTA may assign its rights and delegate its obligations hereunder to a successor in interest without obtaining such consent.

**SECTION 13: WAIVER**

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

**SECTION 14: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

**SECTION 15: CAPTIONS**

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

**SECTION 16: CANCELLATION**

This agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

This Agreement shall be in full force and effect after it has been approved by the RPTA Board of Directors, after it has been executed by the duly authorized officials of the parties and after it has been filed with the County Recorder and the Secretary of State if necessary as provided by A.R.S. 11-952.

**SECTION 17: NOTICES**

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 to RPTA:

Regional Public Transportation Authority  
302 North 1st Ave., Suite 700  
Phoenix, Arizona 85004  
(Attention: David A. Boggs, Executive Director)

If to TOWN:

Town of Fountain Hills  
16705 E. Avenue of the Fountains  
Fountain Hills, Arizona 85268

Notices shall be deemed received at the time it is personally served, 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 or the person to receive Notice by notifying the other Party as provided in this paragraph. Notices 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 18 day of

June, <sup>2009</sup>~~2007~~.

By:   
~~Wallace J. Nichols~~ Jay T. Schlum  
Mayor

By: \_\_\_\_\_  
David A Boggs  
Executive Director

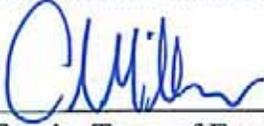
ATTEST:   
Fountain Hills Town Clerk

ATTEST: \_\_\_\_\_  
Jon Medwin  
Contracts and Procurement Manager

ATTEST: \_\_\_\_\_  
Christopher Curcio  
Deputy Executive Director Finance

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 Town of Fountain Hills

\_\_\_\_\_  
Attorney for RPTA

## **SCHEDULE A**

For the period of July 1, 2007 to June 30, 2008 it is estimated that the Town of Fountain Hills may request reimbursement from Regional Public Transportation Authority a maximum of \$7,324 for ADA Paratransit service in Fountain Hills. This amount is contingent upon approval of RPTA's fiscal year 2007-2008 budget by the RPTA Board of Directors.

Reimbursements must be requested by TOWN on a PTF Reimbursement Request Form, attachment A, and certified by the TOWN's chief financial officer or designee. RPTA will reimburse TOWN within thirty (30) business days based upon availability of funds. TOWN may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

**Attachment A**

**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 48-6103. No further monies may be paid out under this program unless this report is completed and filed as required.

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

	<b>TOTAL</b>	<b>PTF SHARE</b>
<b>TOTAL ELIGIBLE COSTS</b>	\$ -	\$ -
<b>TOTAL PREVIOUS PAYMENTS</b>	\$ -	\$ -
<b>CURRENT PAYMENT REQUESTED</b>	\$	\$
<b>REMAINING FUNDING</b>	\$ -	\$ -

**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.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>DATE REQUEST SUBMITTED</b>
<b>TYPED OR PRINTED NAME AND TITLE</b>	<b>TELEPHONE</b>

**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*

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

**Comments**

<b>Project</b>	<b>WBS</b>	<b>Phase</b>	<b>Activity</b>	<b>GL Account (Finance Only)</b>	<b>Amount</b>
			7901		
			7901		
			7901		
			7901		

**EXHIBIT B  
TO  
RESOLUTION NO. 2009-22**

**[First Amendment]**

**See following pages.**

**ADA PARATRANSIT SERVICE  
AGREEMENT AMENDMENT**

Contract # 124-34-2009

As of the 1st day of July 2008, this amends the following items of the ADA Paratransit Service Agreement entered into between the Town of Fountain Hills and the RPTA, dated the 1st day of July, 2007.

The following section is added to the agreement dated July 1, 2007.

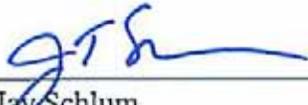
SECTION 4: TOWN RESPONSIBILITY

- 4.6 The TOWN shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, TOWN 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 a right of first refusal granted the RPTA by a member city/town owning any project funded in whole or part by the RPTA pursuant to the TLCP.

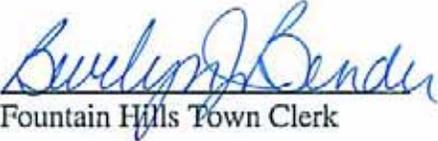
The following section replaces and supersedes that section of the agreement dated July 1, 2007.

The attached Schedule A replaces and supersedes Schedule A dated July 1, 2007.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18 day  
of June, 2009.

By:   
Jay Schlum  
Mayor

By: \_\_\_\_\_  
David A. Boggs  
Executive Director

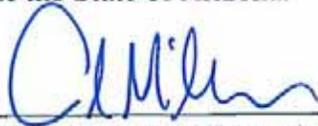
ATTEST:   
Fountain Hills Town Clerk

ATTEST: \_\_\_\_\_  
Jon Medwin  
Contracts and Procurement  
Manager

ATTEST: \_\_\_\_\_  
Michael Taylor  
Acting Deputy Executive  
Director Finance

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 Town of Fountain Hills

\_\_\_\_\_  
Attorney for RPTA

## **SCHEDULE A**

For the period of July 1, 2008 to June 30, 2009 it is estimated that the Town of Fountain Hills may request reimbursement from Regional Public Transportation Authority for a maximum of \$7,537.00 for service consumed by RPTA ADA certified paratransit riders in Fountain Hills. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2008-2009 budget by the RPTA Board of Directors.

Reimbursements must be requested by TOWN on a PTF Reimbursement Request Form, Attachment A, and certified by the TOWN's chief financial officer or designee. RPTA will reimburse TOWN within thirty (30) business days based upon availability of funds. TOWN may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

**ATTACHMENT A**

<b>Regional Public Transportation Authority PTF Expenditure Reimbursement Request</b>					
<p>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.</p>					
<b>RECIPIENT ORGANIZATION NAME AND ADDRESS</b>		<b>PROJECT AGREEMENT NUMBER</b>		<b>REQUEST NO.</b>	
		<b>REPORTING PERIOD (Dates)</b>			
		<b>FROM:</b>		<b>TO:</b>	
		<b>TOTAL</b>		<b>PTF SHARE</b>	
<b>TOTAL ELIGIBLE COSTS</b>		\$ -		\$ -	
<b>TOTAL PREVIOUS PAYMENTS</b>		\$ -		\$ -	
<b>CURRENT PAYMENT REQUESTED:</b>		\$		\$	
<b>REMAINING FUNDING</b>		\$ -		\$ -	
<b>REQUIRED SIGNATURE</b>					
This document must be signed by the recipient's Chief Financial Officer or their designated representative.					
<b>CERTIFICATION</b>					
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.					
<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>				<b>DATE REQUEST SUBMITTED</b>	
<b>TYPED OR PRINTED NAME AND TITLE</b>				<b>TELEPHONE</b>	
<b>Instructions</b>					
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>					
<b>Date request received:</b>			<b>Life cycle compliance review (signature/date)</b>		
<b>Approved for funds availability (signature/date)</b>			<b>Date of funds transfer (signature/date)</b>		
<b>Comments</b>					
<b>Project</b>	<b>WBS</b>	<b>Phase</b>	<b>Activity</b>	<b>GL Account (Finance Only)</b>	<b>Amount</b>
			7801		
			7801		
			7801		
			7801		

EXHIBIT C  
TO  
RESOLUTION NO. 2009-22

[Second Amendment]

See following pages.

**ADA PARATRANSIT SERVICE  
AGREEMENT AMENDMENT**

Contract # 124-34-2010

As of the 1st day of July 2009, this amends the following items of the ADA Paratransit Service Agreement entered into between the Town of Fountain Hills and the RPTA, dated the 1st day of July, 2007, as amended July 1, 2008.

The following section replaces and supersedes that section of the agreement dated July 1, 2008.

The attached Schedule A replaces and supersedes Schedule A dated July 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18 day  
of June, 2009.

By: JT Schum  
Jay Schlum  
Mayor

By: \_\_\_\_\_  
David A. Boggs  
Executive Director

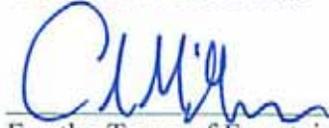
ATTEST: Sevelyn J. Bender  
Fountain Hills Town Clerk

ATTEST: \_\_\_\_\_  
Jon Medwin  
Contracts and Procurement  
Manager

ATTEST: \_\_\_\_\_  
Michael Taylor  
Acting Deputy Executive  
Director Finance

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 Town of Fountain Hills

\_\_\_\_\_  
Attorney for RPTA

## **SCHEDULE A**

For the period of July 1, 2009 to June 30, 2010 it is estimated that the Town of Fountain Hills may request reimbursement from Regional Public Transportation Authority for a maximum of \$6,120.00 for service consumed by RPTA ADA certified paratransit riders in Fountain Hills. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2009-2010 budget by the RPTA Board of Directors.

Reimbursements must be requested by TOWN on a PTF Reimbursement Request Form, Attachment A, and certified by the TOWN's chief financial officer or designee. RPTA will reimburse TOWN within thirty (30) business days based upon availability of funds. TOWN may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

**ATTACHMENT A**

**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>
	Life cycle compliance review (signature/date)
Approved for funds availability	10
	Date of funds transfer