A. G. Contract No. KR95 2461TRN
ADOT ECS File: JPA 95-182
Proj: Rural Public Transportation
Section: FY96 Section 18 Transit

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SIERRA VISTA
2400 E. Tacoma Street
Sierra Vista, AZ 85635

THIS AGREEMENT is entered into 6 December, 1995, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SIERRA VISTA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The Federal Intermodal Surface Transportation Efficiency Act of 1991 has made funds available to the State to obtain and provide public transportation (Section 18 transit). The State and the City desire to define their respective responsibilities relating to the transfer of up to $142,743.00 thru the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 20344
FILED WITH SECRETARY OF STATE
Date Filed 12/06/95
Jane Lee Hull
Secretary of State
By Vicky Greenwood

II. SCOPE

1. The State will:

Provide the City federal funds in the amount of up to $142,244.00, on a monthly cost reimbursement basis for activities performed relating to the Section 18 public transportation program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Exhibit 1 and attachments thereto, which are incorporated herein and made a part hereof. Be responsible for all costs of the program over and above the State contribution of $142,244.00.

c. Provide the required $131,000.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Sierra Vista
City Manager
2400 E. Tacoma Street
Sierra Vista, AZ 85635

9. Attached herto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SIERRA VISTA

By Richard F. Archer
RICHARD F. ARCHER
Mayor

STATE OF ARIZONA
Department of Transportation

By
JAY KLAGGE, Director
Transportation Planning

ATTEST

By Sandra L. Kenny
SANDRA L. KENNY
City Clerk

619/22-24

JPA 95-182

RESOLUTION

BE IT RESOLVED on this 5th day of October 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Sierra Vista for the purpose of defining responsibilities to convey federal transit monies to accomplish rural public transportation services.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning Group for approval and execution.

for LARRY S. BONINE
Director

RESOLUTION 3512

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE MAYOR TO SIGN AN INTER-GOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDING TO OPERATE A PUBLIC TRANSPORTATION SYSTEM; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, The City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to ARS §48-572; and

WHEREAS, the City of Sierra Vista has made application and has been allocated operating and capital funding up to $89,703 from the Arizona Department of Transportation to operate a public transportation system; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to provide public transportation services to its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the policy of cooperating with other government agencies, most recently affirmed by Resolution 3486, be, and hereby is, reaffirmed.

SECTION 2

That an intergovernmental agreement between the Arizona Department of Transportation and the City of Sierra Vista for the purposes of operating a public transportation system, attached as Exhibit A, be, and hereby is, approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 9TH DAY OF NOVEMBER, 1995.

Richard F. Archer
RICHARD F. ARCHER
Mayor

ATTEST:

Sandra L. Kenny
SANDRA L. KENNY
City Clerk

APPROVED AS TO FORM:

STUART L. FAUVER
City Attorney

PREPARED BY:

Charles P. Potucek
CHARLES P. POTUCEK
Assistant to the City Manager

RESTRANS.IT/TXT/CPP

ATTORNEY DETERMINATION

I have reviewed the attached 1996 Section 18 Transit agreement with the State of Arizona, Department of Transportation and have determined it to be in the proper form and within the powers and authority granted to enter into the agreement.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 9th day of November, 1995.

By_____
STUART L. FAUVER
Attorney

SCOPE OF WORK

1. The Contractor shall undertake and complete the activities as proposed in the approved application for Section 18 funds. Such activities, hereinafter called Project, shall be accomplished as described in the Project Description, Attachment A.

a. The cost of the Project is estimated as indicated in Attachment B, Project Budget. The State of Arizona assumes no financial obligation or liability hereunder.

b. The method of payment shall be reimbursement of eligible costs incurred, up to the limits described herein. In accordance with the payment and reporting schedules prescribed by this Agreement, the Contractor shall submit reports and Project billings to State for reimbursement of non-operating and operating expenses. Approved capital expenses may be billed for reimbursement as incurred. In no event shall the total amount reimbursed by State exceed the federal share approved for the project.

c. Billings for reimbursement of eligible expenses and reports of contract activities shall be submitted monthly on forms provided by State.

d. Each request for reimbursement must be accompanied by a reimbursement description which will include information to verify the reimbursement request amount. Items to be included will be date of check, check number, vendor paid, description/purpose, check amount and code which will relate to the budget line item. Reimbursement will not be processed unless all information is provided in correct form.

e. Each activity report shall include, but not be limited to, data regarding ridership, mileage, operating hours, fare recovery ratio, cost per passenger trip, cost per mile, non capital cost per service hour, passengers per service hour, passengers per mile. State may impose a penalty of a 5% reduction of total federal reimbursement per billing period for all billings or reports submitted more than 30 calendar days after the end of the billing period. An exception will be made for the final billing, which may be submitted up to 60 calendar days after the end of the final billing period, before becoming subject to the late penalty.

f. Eligible costs are those costs attributable to the Project and allowable under the approved Project budget and the provisions of:

1) Office of Management and Budget (OMB) Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Government."

2) OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments."

3) OMB Circular A-102, Attachment O, "Standards Governing State and Local Grantee Procurement."

4) OMB Circular A-128, "Audit Requirements."

g. All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, vouchers, warrants, and any other support evidencing that those costs were specifically incurred in the performance of the Project.

h. The Federal share payable for Project Budget expenses shall be subject to the following limits:

1) Capital expenses shall not exceed 80% of the net cost.

2) Administrative expenses shall not exceed 50% of the net cost.

3) Operating expenses shall not exceed 50% of the net operating costs or deficit.

4) Anti-drug compliance costs shall not exceed 80% of the net cost.

5) Training costs shall not exceed 100% of the net cost.

i. At least half of the Contractor's share for all expenses must be provided from sources other than Federal funds or from approved in-kind expenses. The remaining half of the Contractor's share may be made up of unrestricted funds from other Federal programs as described in Attachment B, Project Budget.

j. All donation and advertising revenues received in excess of the budgeted local match shall be used to reduce the federal share of the Project budget.

k. Lien on Project Equipment - To the extent of financial assistance provided, State shall hold a first lien on all capital equipment acquired under this Agreement in the amount of the federal share of the equipment cost. State shall also hold a first lien on any computer hardware, software or office equipment provided to the Contractor and paid for by State.

2. Use and Disposal of Project Equipment

a. Contractor shall observe the property management standards as set forth in OMB Circular A-102, Attachment N. The Contractor further agrees that the Project equipment shall be used for the provision of transportation service within the described service area and in the manner described in Attachment A, Project Description. If, at any time, the contract with State for the described service is terminated or Project equipment is not used in this manner, or is withdrawn from transportation service whether by planned withdrawal or casualty loss, the Contractor shall notify State within 72 hours of such event, and shall remit to State a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of federal financial assistance to the actual cost of the equipment. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such misuse or withdrawal from use, and as approved by State. In the event of loss due to theft, casualty or fire, the damages paid by the insurance carrier or payable from a self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value. Upon State's receipt and approval of said payment, State's lien shall be released.

b. Records

1) The Contractor shall keep satisfactory records with regard to the use of equipment purchased under this contract and shall submit to State upon request such information as is required in order to assure compliance with this clause. The Contractor shall submit to State during the period of required use of Project equipment, a certification that the equipment is still being used in accordance with the terms of this Agreement.

2) Project vehicles may not be used for non-Project purposes.

c. The Project equipment shall at all times be operated in a safe, prudent, lawful manner and within the limitations established by the manufacturer. The Contractor shall maintain the Project equipment in safe and mechanically sound condition and shall keep accurate records of such maintenance. The State shall have the right to conduct periodic inspections of Contractor's records and the Project equipment to verify compliance with this requirement.

d. The Contractor agrees to conduct a persistent and visible promotional program in order to insure that all facets of the service are known by and available to the general public, and in order to increase ridership on all trips. The Contractor shall provide State with copies or samples of promotional materials used. The Contractor shall submit to State on an annual basis, a plan describing marketing activities including, but not limited to, the following:

e. As part of the annual marketing plan, the Contractor is required to conduct formal and/or informal market analysis to determine what improvements can be made to the Project to better serve the general public.

f. The Contractor shall display, in a manner acceptable to State, a decal or similar sign on the exterior of the Project vehicles indicating that this device is open to the general public.

g. Changes to fares, routes, schedules, and the schedule of activities in Attachment A, Project Description, may be made with prior written approval from State without requiring a written amendment to this agreement.

h. Changes to budget line items may be made in accordance with the following rules:

1) Changes in and between operating and administration budget line items that are not in excess of 5% of the total Project cost, may be made with State's prior written approval.

2) Administrative funds may be rebudgeted for operating expenses with State's prior written approval. Operating funds shall not be reprogrammed for administrative expenses.

3) The capital contingency line item shall be used only for cost overruns of capital line items named in the Project budget.

4) No anti-drug compliance cost line items shall be reprogrammed for other expenses.

5) No training funds shall be reprogrammed for other expenses.

i. All other changes mutually agreed upon shall be incorporated by written amendments to this Agreement.

j. The Contractor **shall furnish certificates to State** showing motor vehicle liability insurance in force for the use of Project equipment for the following minimum amounts:

1) Collision and Comprehensive Insurance - (as applicable).

2) Personal Injury, Medical, and Uninsured Motorist - $300,000.

3) Public Liability and Property Damage - $1,000,000.

Insurance Certificates **shall name the State as additional insured**. If the State holds liens on any Project equipment, insurance certificates shall also name State as loss payee. Insurance policies shall be occurrence form unless otherwise approved in writing by State. Such certificates are to be delivered to State concurrently with execution of this contract.

3. Procurement Requirements

a. The Contractor shall make purchases of any equipment, materials or services for the Project in compliance with the following:

1) Federal Management Circular A-87.

2) OMB Circular A-102, Attachment O.

3) UMTA Circular 7010.1, Capital Cost of Contracting.

4) Title 49, Code of Federal Regulations, Part 660, "Buy America Requirements."

5) Title 49, CFR Part 23, "Participation by Minority Business Enterprise in Department of Transportation Programs", as amended.

6) UMTA Circular 4716.1, the UMTA Disadvantaged Business Enterprise Women Business Enterprise requirements for Recipients and Transit Vehicle Manufacturers.

7) State "DBE" Program Plan.

8) UMTA Order 4220.1A, "Third-Party Contracting Guidelines" dated 6-8-82.

9) State "Section 18 Required Purchasing Procedures."

b. The Contractor shall submit its bid specifications to State for approval prior to release of the specifications to possible bidders. State shall concur in the bid award prior to any agreement or contract being executed for the purchase of services or capital equipment for the Project exceeding $5,000.

OTHER PROVISIONS

1. Retention of Records, Audit, and Reimbursement for Audit Exceptions.

a. The Contractor, and any subcontractor, shall retain all books, accounts, reports, files and other records relating to this contract for a period of five years from completion of the contract. Such records shall be subject to audit and inspection at any reasonable time during the term of the contract or within five years after completion thereof, as provided by ARS Section 35-214.

b. The final audit of this Project will be conducted pursuant to OMB Circular A-128, the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs," and

generally accepted auditing standards established by the American Institute of Certified Public Accountants. The Contractor also agrees to provide State with a copy of the final audit report.

c. The Contractor agrees to reimburse State for any expenditure under this Agreement for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by State, the State or federal government.

d. If federal or state audit exceptions are made relating to this contract, the Contractor shall reimburse all costs incurred by the State of Arizona and State associated with defending against the audit exceptions or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney fees based upon a reasonable hourly amount for the Assistant Attorney General based upon reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

e. Immediately upon notification from State, the Contractor shall reimburse the amount of the audit exception and any related costs directly to the appropriate Federal agency or State as specified by State in the notification. The Contractor shall indemnify the State and hold them, their officers, agents, and employees harmless against any and all liability or damages in regard to audit exceptions.

f. The Single Audit Act requires: Audits shall be made annually unless the state or local government has a constitutional statutory requirement for less frequent audits. State and local governments that receive between $25,000 and $100,000 a year shall have an audit made (IAW Circular A-128 or A-133). The audit shall cover the entire operations of the state or local government.

The auditor shall determine whether (1) the financial statements of the government department, agency or establishment present fairly its financial position and results of its financial operations IAW generally accepted accounting principles; (2) the organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs IAW applicable laws and regulations; and (3) The organization has complied with laws and regulations.

2. If, during the course of this Agreement, situations arise which prevent its completion within the time allotted, an extension of the contract time may be granted by mutual agreeement of the parties hereto.

3. If this contract is terminated, Contractor will be compensated for work performed up to the effective date of termination.

4. Failure to perform any and all of the terms and conditions of this contract, including the schedule of work, shall be deemed a substantial breach thereof. The State shall give the Contractor written notice thereof. After receipt of such notice, the Contractor shall have five working days in which to respond. In the event the Contractor does not cure such failure to the satisfaction of State, the State may terminate this Contract without further consideration by so notifying the Contractor in writing. In the event of cancellation of this Contract, Contractor shall not be entitled to damages and agrees not to sue State for damages therefor. After notice of cancellation, Contractor agrees to perform the terms and conditions of this contract up to and including the date of cancellation, as though no cancellation had been made.

5. Subcontracts

a. The Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of State.

b. Should subcontractors be authorized by State, the subcontractors will be subject to all provisions of this Agreement. It will be the Contractor's responsibility to duly inform the subcontractors by means of a contract or other legally binding document stipulating the subcontractors responsibility to comply with this Agreement.

6. The Contractor hereby agrees to indemnify, defend and save harmless the State, any of its departments, divisions, agencies, officers or employees from all sums which the State, any of its departments, divisions, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of the performance of the Project or this Agreement, or caused by any error, negligence, omission or act of the Contractor or any person employed by him, or others for whose acts the Contractor is legally liable. In the event of any legal action, the above sums shall include, but not be limited to court costs, expenses of litigation and reasonable attorney's fees.

7. It is not the intent of this Agreement to place the State in the role of guarantor for protections in instances where a legally and financially responsible Contractor defaults on its obligations. The State enters into this Agreement to absolve itself of financial liability for the terms and conditions of the Section 13(c) Special Warranty, included herein by reference, assigning liability to the Contractor through this Agreement between the State and Contractor. The Contractor agrees to assume said liability and agrees that the terms and conditions of the Section 13(c) Special Warranty shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project, and transportation related employees of any other surface public transportation providers in the transportation service area of the Project. An appeal under Section 13(c) shall not void or suspend the terms of this Agreement.

8. No member of the Arizona Legislature nor any member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

9. The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the performance of this contract and the work hereunder.

10. The Contractor shall comply with all applicable requirements of the following regulations relative to nondiscrimination:

a. Title VI of the 1964 Civil Rights Act.

b. Executive Order 83-5 issued by Governor Babbitt.

c. 49 CFR Part 23, "Participation by Minority Business Enterprises in Department of Transportation Programs."

d. 49 CFR Part 23, 45 CFR 45281 (7/3/80), "Guidance for Implementing DOT Rules Creating a Minority Business Enterprises Program in DOT Financial Assistance Programs."

e. 9 CFR Part 23, 48 CFR 141 (7/21/83), "Participation by Minority Business Enterprises in Department of Transportation Programs."

f. 49 CFR 27, Parts 37 and 38 Transportation for Individuals with Disabilities; Final Rule.

g. 49 CFR 21, "Nondiscrimination in Federally Assisted Programs of the Department of Labor Regulations (41 CFR Part 60).

11. The Contractor agrees to comply with State's "Program Plan for Participation of Disadvantaged Business Enterprises."

12. Other Regulations

a. The Contractor shall address the needs of the elderly and handicapped persons, pursuant to Section 504 of the Rehabilitation Act of 1973 (20 USC 794).

b. The Contractor shall comply, as applicable, with the labor protection provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

c. The Contractor shall comply, as applicable, with the Guidelines relative to charter bus and school bus operations.

ATTACHMENT A

City of Sierra Vista

SECTION 1. SERVICE AREA

The service area shall be primarily in the City of Sierra Vista.

SECTION 2. PROJECT SUMMARY

The Contractor shall provide public transportation service in the service area, on a route deviation system, fixed service will be provided to a series of "checkpoints" located at key activity centers.Service will be Monday through Saturday.

SECTION 3. ROUTES AND SCHEDULES

Routes and schedules shall be as described in the Contractor's approved application for funding.

SECTION 4. FARES

General Public Checkpoint Service:	$1.00 per one way trip
Elderly Disabled Youth Checkpoint Service:	$0.50 per one way trip
Route Deviation for General Public:	$0.50 per one way trip

If fare revenues fall below 17% of combined operating and administrative costs, the Contractor agrees to make up the difference from local funds. If, however, the contractor cannot make up the difference from local funds and or, if the contractor has not performed with contract schedule of activities, ADOT may deduct the difference from the Operating and or Administrative Federal Share.

Any fares collected will be applied toward the reduction of contract operational costs. If operational costs are funded

completely from collected fares, any excess fares will be used to reduce the federal share of contract administrative costs.

SECTION 5. COST ALLOCATION

Since the PROJECT vehicles may also be used for non-PROJECT purposes, the Contractor agrees to keep accurate vehicle mileage logs to distinguish between PROJECT and non-PROJECT mileage. ADOT will reimburse vehicle related operating expenses in proportion not to exceed the number of actually driven PROJECT miles as a percentage of the total miles.

SECTION 6. EQUIPMENT AND MAINTENANCE

The Contractor will utilize 3 mini busses for this PROJECT, Maintenance and repairs will be the responsibility of the Contractor.

SECTION 7. SCHEDULE OF ACTIVITIES

The Contractor agrees to complete the following activities. Reports documenting the completion of these activities shall be submitted to ADOT by the dates shown below. ADOT may withhold reimbursements for administrative expenses if the schedule is not met by the Contractor.

	ACTIVITY	DEADLINE FOR REPORT SUBMISSION TO ADOT
1.	Minutes of Transit Advisory Committee	January 1, 1996 April 1, 1996 July 1, 1996 Sept. 30, 1996
2.	Annual Disadvantaged Business Enterprise Report (DBE)	May 1, 1995
3.	Three Year Transit Plan, including marketing element	Draft - April 1, 1996 Final - June 1, 1996
4.	Private/Sector Policies/Procedures	March 1, 1996

ATTACHMENT B

CITY OF SIERRA VISTA
ADMINISTRATIVE BUDGET
FY 95/96

DESCRIPTION	
Executive Director	2,035
Office Manager	1,018
Accounting Supervisor	1,503
Clerical	3,379
Custodial	225
City of S.V Accountant	3,016
Total Fringe Benefits	2,554
Office Supplies	2,348
Travel Expenses	199
Space Rental	1,492
Audit	835
Utilities	339
Marketing Advertising	8,950
Computer Consultant	500
Rental Equipment	430
Maintenance and Depreciation	400
Contract Security	2,000
Indirect Admin Costs	1,099
B.Administration Subtotal (Not to exceed 40% of the total Fed Share)	32,322
Local Share (50%)	16,161
D.Federal Share (50%)	16,161

E.Local Share Source:

City of Sierra Vista Funds	16,161
Local Transportation Assistance Fund	

ATTACHMENT B

CITY OF SIERRA VISTA
OPERATING BUDGET
FY 95/96

DESCRIPTION	
Transportation Coordinator	19,496
Driver Salaries	49,059
Mechanic	9,106
Secretary/Dispatcher	14,832
Total Fringe Benefits	29,104
Fuel and Oil	12,746
Tires, Parts, Maintenance	9,616
Vehicle Lease	30
Vehicle Insurance	6,156
Uniforms	600
Telephone	3,097
Indirect Operating Costs	12,449
TOTAL ELIGIBLE OPERATING COSTS	166,291
B.Fare Revenues	33,934
C.Net Operating Costs	133,357
D. Local Share	66,179
E. Federal Share	66,178
Local Share Source:	
City of Sierra Vista	66,179
Local Transportation Assistance	

ATTACHMENT B

CITY OF SIERRA VISTA

ANTI-DRUG COMPLIANCE BUDGET

DESCRIPTION	COST
Collection Site	230
Medical Review Officer	400
Laboratory Testing	
B. Total Expenses	630
C. Local Share (20%)	126
D. Federal Share (80%)	504

Local Share Source:	
In-Kind Contributions	126
Local Transportation Assistance Fund	

TRAINING BUDGET

DESCRIPTION	COST
Training expenses	1,000
Local Share	-0-
Federal Share (100%)	1,000

ATTACHMENT B

CITY OF SIERRA VISTA
BUDGET SUMMARY
FY 95/96

	Cap	Oper	Admin	Anti/Drug	Train	Total
Fare Revenue	-0-	33,934	-0-			33,934
Local Share	14,600	66,179	16,161	126	xxx	97,066
Federal Share	58,400	66,179	16,161	504	1,000	142,244
Total	73,000	166,292	32,322	630	1,000	273,243

PERFORMANCE STANDARDS

Farebox Recovery Ratio:	17%
Cost per Mile:	2.09
Cost per Service Hour:	27.80
Cost per Trip:	4.16

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2461-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of November, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/78