A. G. Contract No. KR96-2243-TRN
ADOT ECS File: JPA 96-145
Project: P0800 03P TP77
Section: FY96 - 97 Don't Drive
1 in 5 Promotional Campaign

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 2 December, 1996, 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 REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through its Executive Director (the "RPTA").

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 RPTA is empowered by Arizona Revised Statutes Sections 28-2512 and 28-2513 and Sections 48-5122 and 48-5123 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the RPTA.

3. The Federal Intermodal Surface Transportation Efficiency Act of 1991 has made funds available to the State for the use of RPTA for urban travel reduction efforts. The State and the RPTA desire to define their respective responsibilities relating to the transfer of up to $35,000.00 thru the State to the RPTA and the expenditure thereof for the Don't Drive 1 in 5 Promotional Campaign.

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

NO. 2/221
FILED WITH SECRETARY OF STATE
Date Filed 12/02/96
Jane Dee Hull
Secretary of State
By Vicky Greenewald

II. SCOPE

1. The State will:

Provide the RPTA Federal Planning and Research funds in the amount of up to $35,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the program during the period 1 October 1996 through 30 September 1997. Retain the option to review and approve any subcontracts and progress/final reports.

2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the program. Provide the required $8,750.00 match and apply funding to program work activities in strict accordance with Exhibit A, which is attached hereto and made a part hereof, and applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed $35,000.00. During September 1997, provide a final report summarizing the then-current program, significant program results, FY-96 program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future program. Send reports to ADOT, Transit Branch, 206 S. 17th Avenue, Mail Drop 340B, Phoenix, AZ 85007.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the RPTA 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

Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue Suite 700
Phoenix, AZ 85003

9. Attached hereto and incorporated herein is the written determination of 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.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY

By _____
G. KENNETH DRIGGS
Executive Director

STATE OF ARIZONA
Department of Transportation

By _____
JAY KLAGGE, Director
Transportation Planning

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RESOLUTION

BE IT RESOLVED on this 4th day of September 1996, 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 Intermodal Transportation Division, enter into an agreement with the Maricopa County Regional Transportation Authority for the purpose of defining responsibilities for the FY96-97 Clean Air Force Campaign.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Administrator, Equipment Services for approval and execution.

Dallis B. Saxton

for LARRY S. BONINE
Director

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BE IT RESOLVED on this day, that I, the undersigned G. Kenneth Driggs, as Executive Director of the Regional Public Transportation Authority, have determined that it is in the best interests of the Regional Public Transportation Authority, to enter into an agreement with the Arizona Department of Transportation, Highways Division, for the purpose of defining responsibilities for the FY 97 Clean Air Campaign.

Dated this 14th, day of November, 1996

By: _____
G. Kenneth Driggs
Executive Director
Regional Public Transportation Authority

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APPROVAL OF THE MARICOPA COUNTY

REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

DATED this 5th day of November, 1996.

Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646
MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-2243TRN, 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 25th day of November, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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