EX A TO RESOLUTION NO. 18119

A. G. Contract No. KR98 1811TRN
COT Contract No.
ADOT ECS File: JPA 98-133
Project: STP-900-0(189)/HS089 03X
Section: FY98 - 99 Planning Support for Future Transit Project Development Acts.

CITY OF TUCSON CONTRACT NO. 0037-99

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 8 OCTOBER, 1998, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 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 Government has made funds available to the State for the use of the City to conduct the Planning Support for Future Transit Project Development Activities program. The State and the City desire to define their respective responsibilities relating to the transfer of up to $56,400.00 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. 22722
Filed with the Secretary of State
Date Filed: 10/08/98
Betsey Bayless
Secretary of State
By Vicky V. Graenewald

II. SCOPE

1. The State will:

Provide the City federal funds in the amount of up to $56,400.00, on a monthly cost reimbursement basis for activities performed relating to the Planning Support for Future Transit Project Development Activities 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 Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required $3,600.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed $56,400.00.

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 City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement is contingent upon the availability of federal funds to support the program, and 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 Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210

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.

CITY OF TUCSON

By George Miller
GEORGE MILLER
Mayor

STATE OF ARIZONA
Department of Transportation

By Jay Klagge
JAY KLAGGE, Director
Transportation Planning

ATTEST

By Kathleen S. Detrick
KATHLEEN S. DETRICK
City Clerk

98-133.doc
3aug

JPA 98-133

RESOLUTION

BE IT RESOLVED on this 3rd day of August 1998, that I, the undersigned MARY E. PETERS, 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, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for conducting the FY98 - 99 Planning Support for Future Transit program.

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

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

ADOPTED BY THE
MAYOR AND COUNCIL
SEP 1 4 1998

RESOLUTION NO. 18119

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING FROM THE TRANSPORTATION EQUITY ACT FOR THE 21st CENTURY (TEA21) FOR THE CITY'S FY 98-99 PLANNING SUPPORT FOR FUTURE TRANSIT PROJECT DEVELOPMENT ACTIVITIES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Transportation for funding from the Transportation Equity Act for the 21st Century (TEA21) for the City's FY 98-99 Planning Support for Future Transit Project Development Activities, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24 day of Aug, 1998.

Elizabeth Scholo

City Attorney

Pima Association of Governments
Thomas L. Swanson
Transportation Planning Division
Cherie L. Campbell

Work Element: 601.16 Planning Support For Future Transit Project Development Activities

Objective(s): Conduct planning activities to develop programs for future transit projects.

Product(s):
1. Transit Oriented Development Guidelines.
2. East-side Transit Center Needs Assessment

Related Work:
Air Quality (104)
Transit Service and Management Planning (601.01)
Metropolitan Transportation Plan (603.03)
Transportation Improvement Program (604.01)

Anticipated Impact: This work element will support proper planning activities in the development of future transit projects and transit oriented land-use development projects.

Task(s):
A. Develop specifications and conduct site visits as needed.
B. Prepare documents for future transit facility and land-use planning.
C. Develop programs for future transit.
D. Attend project development meetings/conferences.

FUNDING SOURCE	AMOUNT	AGENCY	COST	APPROX. MONTHS
STP	56,400	TDOT	60,000	12
LOCAL	3,600			
TOTAL	60,000	TOTAL	60,000	

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-1811TRN, 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.

DATE September 30, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/15658

Enc.