



CITY OF BULLHEAD CITY

#5

COUNCIL COMMUNICATION

MEETING DATE: October 5, 2010

SUBJECT: Amendment to ARRA IGA between the City Bullhead City and ADOT
 DEPT OF ORIGIN: Community Services – Transit Division
 DATE SUBMITTED: September 27, 2010
 SUBMITTED BY: Rob LaFontaine, Transit Manager

SUMMARY:

This is a request for the City Council to adopt Resolution 2010R-___ authorizing the City Manager to sign an amendment to the existing intergovernmental agreement (IGA) between the City of Bullhead City and the Arizona Department of Transportation (ADOT).

On May 19, 2009 the City Council adopted Resolution 2009R-20 allowing the City to enter into an IGA with ADOT for the purpose of authorizing the American Recovery and Reinvestment Act (ARRA) to purchase three (3) new buses, (1) low floor mini-van, and (1) parking lot development project to be utilized by the Bullhead Area Transit System. The purchases and projects contained within the IGA totaled \$405,000.

The City has recently received an amendment to the aforementioned IGA that finalizes the purchase amounts that were previously estimated in the original application materials. The provided amendments to the IGA contain the additional \$24,400 that was granted to the City for Transit operational expenses for FY 10/11 after the loss of LTAF funds. However, the original \$106,212 set aside for the parking lot improvement project has been removed as projected construction costs exceeding the grant award for this project.

Once amended, the total value of the purchases and projects defined in the IGA will be \$423,005.

FISCAL IMPACT:

NONE

REVIEWED BY:

Fred Vera
Finance Department

Initial Project Costs:

Future Ongoing Costs:

Physical Impact (on people/space):

Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

1. Resolution 2010R-39
2. Amendment One to IGA JPA 09-002T between the City of Bullhead City and the Arizona Department of Transportation
3. A copy of the original IGA showing the amendments requested by ADOT

LEGAL REVIEW:

APPROVED AS TO FORM

John Emery
City Attorney

RECOMMENDATION:

MOTION TO APPROVE RESOLUTION 2010R-39 AND AUTHORIZE THE CITY MANAGER TO SIGN AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CAPITAL PURCHASES FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.



CITY OF BULLHEAD CITY

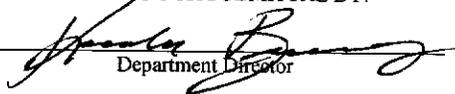
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____ Typist Initials

APPROVED FOR SUBMITTAL BY:


Department Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

RESOLUTION NO. 2010R- 39

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF BULLHEAD CITY TO AMEND AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF BULLHEAD CITY FOR CAPITAL PURCHASES FOR THE BULLHEAD AREA TRANSIT SYSTEM (BATS)

WHEREAS, American recovery and Reinvestment Act of 2009 (ARRA) has authorized stimulus funding for capital projects through application to state agencies; and

WHEREAS, the Arizona Department of Transportation provides American Recovery and Reinvestment Act of 2009 funding to transit systems throughout the State of Arizona; and

WHEREAS, the Arizona Department of Transportation has announced the availability of ARRA funds to be used for capital purchases for transportation services for the general public for fiscal year 2009/2010,

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor and City Council of the City of Bullhead City, Arizona hereby:

1. Amend Intergovernmental Agreement JPA 06 007T between the Arizona Department of Transportation and the City of Bullhead City that was adopted on May 19th 2009.
2. Authorize the receipt of grant funds from the Arizona Department of Transportation for the Bullhead Area Transit System with no local match required, and
3. Authorize the City Manager, or his designee, to conduct all negotiations, execute and submit all grant related documents which may be necessary for the completion of the aforementioned amendments.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City this 5th day of October, 2010.

By: _____
Jack Hakim, Mayor

ATTEST:
By: Diane Heilmann
Diane Heilmann, City Clerk

APPROVED AS TO FORM:
By: Garn Emery
Garn Emery, City Attorney

ADOT PTD File No.:JPA 09-002T
AG Contract #: P0012009001828
TRACS:
Project: Rural Public Transportation
Federal Transit Administration (FTA)
FTA Grant No.: AZ-86-X001 ARRA
Section 5311 Transit-Bullhead

INTERGOVERNMENTAL AGREEMENT

AMENDMENT ONE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY
1225 Marina Blvd.
Bullhead City, AZ 86442

THIS AGREEMENT is entered into _____, 2010, 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, through its Multimodal Planning Division (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL or "the Contractor".

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 of Bullhead 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 of Bullhead City.

The parties have determined it is necessary to amend the Agreement to update the funding dates and amounts.

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

The grant number on page one is changed to AZ-86-X001

I. RECITALS

Paragraph 4 – Federal amount is changed to \$423,005

II. SCOPE OF WORK

Section 1

Paragraph A – Federal amount is changed to \$423,005

Paragraph B – Secretary of State filing is waived

Paragraph B – Signed Agreement must be received by ADOT no later than Friday, September 17, 2010

Section 2

Paragraph B – Federal amount is changed to \$423,005

III. MISCELLANEOUS PROVISIONS

Section 2 – Date is changed to June 30, 2011

Section 6 – Secretary of State filing is waived

Section 13 – Finance name for City of Bullhead City is changed to Rob LaFontaine

ATTACHMENT B

Category A purchases are amended to:

Change the funding for three vehicles to \$346,794

Change the funding for the van to \$38,987

Add a line item for the electric cart to \$12,824

Add a line item for Operating Expenses for \$24,400

Category B purchases are amended to:

Remove the Bus Lot and Shelters Funding

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

THE CITY OF BULLHEAD CITY

**STATE OF ARIZONA
Department of Transportation**

By _____
TOBY COTTER, City Manager

By _____
JENNIFER TOTH, Director
Multimodal Planning Division

ATTEST:

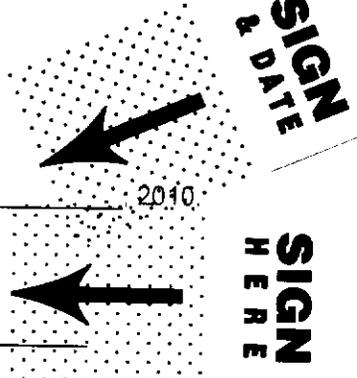
By _____
DIANE HEILMANN, City Clerk

JPA 09-002T
AMENDMENT ONE

APPROVAL OF CITY OF BULLHEAD CITY

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and THE CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to THE CITY OF BULLHEAD CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2010



GARNET EMERY, Attorney for THE CITY OF BULLHEAD CITY



Arizona Department of Transportation
Multimodal Planning Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

Jennifer Toth
Division Director

September 2, 2010

Rob LaFontaine
City of Bullhead City
1255 Marina Blvd.
Bullhead City, AZ 86442

Reference:

A.G. Contract No.: P0012009001828
ADOT PTD File No.: JPA 09 002 T
Section: Rural Transit / City of Bullhead City / Amendment One

Dear Mr. LaFontaine:

Enclosed you will find three original copies of the above referenced agreement.

Please obtain the signatures of the appropriate officials and obtain the written approval from the City of Bullhead City (form attached) for each original agreement.

Please do not make any other entries on the agreements other than the signatures and do not date the front page. If a correction needs to be made, please e-mail me at acochran@azdot.gov.

Upon execution, return **all** originals to me. When the process is completed you will receive your original copy. If I can be of further assistance, please call me at 602-712-7463.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ann Cochran', written in black ink.

Ann Cochran
Management Analyst III
ADOT Multimodal Planning Division
206 South 17th Avenue, 310 B
Phoenix, Arizona 85007

ABC/abc
Enclosures

ADOT PTD File No.: JPA 09-002T
AG Contract #: P0012009001828
TRACS:
Project: Rural Public Transportation
Federal Transit Administration (FTA)
FTA Grant No.: AZ-18-X042 ARRA
Section 5311 Transit-Bullhead

No. 30849
Filed with the Secretary of State
Date Filed: 6/15/09
Ken Blum
Secretary of State

By: K Benz

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY
1225 Marina Blvd.
Bullhead City, AZ 86442

THIS AGREEMENT is entered into JUNE 15, 2009, 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, through its Multimodal Planning Division (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL or "the Contractor".

I. RECITALS

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2. The City of Bullhead 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 of Bullhead City.

3. The American Recovery and Reinvestment Act (ARRA) of 2009, has made funds available effective 17 February, 2009 to the State to obtain and provide such funds for recipients of Section 5311 Rural Public Transportation Program.

a. Under the ARRA, the Federal share of the Transit Capital Assistance grant is up to 100% of the net project cost of the capital expense.

4. The State and the City of Bullhead City desire to define their respective responsibilities relating to the transfer of up to ~~\$405,000~~ ^{\$423,005} for projects in Category A status and \$106,212 for projects in Category B status per Attachment B, through the State to the City of Bullhead City and the expenditure thereof, herein referred to as "the PROJECT".

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

II. SCOPE OF WORK

1. The State will:

a. Provide the City of Bullhead City federal funds on an as needed basis cost reimbursement basis, in an amount not to exceed ~~\$405,000~~ ^{\$423,005} for projects in Category A status and \$106,212 for projects in Category B status per Attachment B, for capital purchases relating to the Section 5311 Rural Public Transportation Program.

b. Have the authority to re-distribute funds, if this Agreement is not received, signed by the parties herein ~~and executed with the Secretary of State, by 30 June, 2009.~~ *Sept. 17, 2010*

2. The City of Bullhead City will:

a. Apply funding to capital acquisitions in strict accordance with applicable community, federal and state laws, rules and regulations.

b. Purchase the requested capital in accordance with Exhibits A, B and C attached hereto and made a part hereof. Be responsible for all costs of the program over and above the State contribution of ~~\$405,000~~ ^{\$423,005} for projects in Category A status and \$106,212 for projects in Category B status per Attachment B.

c. Undertake and complete the capital purchases as proposed in the approved application for Section 5311 funds.

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

ii. 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 City of Bullhead City shall submit reports and Project billings to the State for reimbursement of approved capital expenses as incurred using the criteria shown on Exhibit C, Criteria for Federal Funds. In no event shall the total amount reimbursed by the State exceed the federal share approved for the Project.

iii. Billings for reimbursement of eligible expenses and reports of contract activities shall be submitted on an as needed basis through the e-mail electronic system on a spreadsheet template provided by the State's Transit Section. Required reports of procurement activities shall be submitted according to Exhibit C, Criteria for Federal Funds.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the State in this Agreement is to convey federal pass through funds for the use and benefit of the City of Bullhead City by reason of state and federal law under which funds for the activities are authorized to be expended. The City of Bullhead City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance, nonperformance or negligent performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City of Bullhead City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

JUNE 30, 2011

2. This Agreement shall remain in force and effect until completion of said activities and reimbursements through ~~September 30, 2010~~; 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 or expended in other than strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the State. Project vehicles may not be used for any other purpose than those directly meeting the terms and conditions of this Agreement.

4. The City of Bullhead City 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.

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

~~6. This Agreement shall become effective upon filing with the Arizona Secretary of State.~~

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

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

9. 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 for public works contracts in Arizona Revised Statutes Section 12-1518.

10. Federal funds for the described Scope of Work are contingent upon availability of funding and approvals as appropriate by FTA and ADOT.

11. The provisions of Arizona Revised Statutes Section 41-4401 pertaining to E-Verify and Federal immigration laws and regulations relating to employees are applicable to this Agreement.

12. The provisions of Arizona Revised Statutes Section 35-397, certifying that contractor does not have scrutinized business operations in either Sudan or Iran is applicable to this Agreement.

13. 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:

For Contract Issues:

Arizona Department of Transportation
MDP-Grant Finance Mgr. Ann Cochran
206 South 17 Avenue, Mail Drop 340B
Phoenix, AZ 85007
Phone: 602-712-7463
Fax: 602-712-3046

City of Bullhead City
Transit Manager, *Sandy Smith Rob LaFontaine*
1255 Marina Blvd
Bullhead City, AZ 86442
928-763-9400 x 374

For Reimbursements:

Arizona Department of Transportation
(Same as above)

City of Bullhead City
(Same as above)

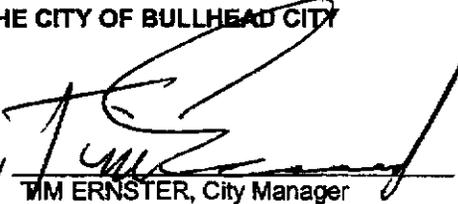
14. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the agreement is in proper form.

15. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U. S. C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

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

THE CITY OF BULLHEAD CITY

By


TIM ERNSTER, City Manager

STATE OF ARIZONA

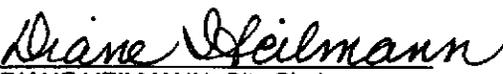
Department of Transportation

By


JOHN MCGEE, Acting Director
Multimodal Planning Division

ATTEST:

By


DIANE HEILMANN, City Clerk

JPA 09-002T

APPROVAL OF CITY OF BULLHEAD CITY

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and THE CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to THE CITY OF BULLHEAD CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 26th day of May, 2009.



Attorney for THE CITY OF BULLHEAD CITY

Joint Project Agreement Responsibility Matrix

Project Name: Bullhead City 5311 Program
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
Attachment A

Actions (from inception to completion)	Responsible Person Within Other Entity	Responsible Person Within ADOT	Due Date
Provide transit services to service area	Transit Manager (Sandy Smith)		Ongoing
Submit progress report and invoices on a monthly basis	Grant Accountant (Sandy Smith)		Monthly
Submit vehicle specifications for review and approval prior to purchase	Transit Manager (Sandy Smith)		Prior to vehicle procurement
Approve vehicle specifications		5311 Administrator (Sam Chavez)	Within 5 days of receipt
Submit procurement information	Transit Manager (Sandy Smith)		Prior to reimbursement
Review and approve procurement package		Management Analyst (Ann Cochran)	Within 5 days of receipt
Review progress reports and invoices for program compliance		5311 Administrator (Sam Chavez)	Within 5 days of receipt
Submit invoices to grant accountant	Grant Accountant (Sandy Smith)	Management Analyst (Ann Cochran)	Within 5 days of receipt
Process invoices for payment		Grant Accountant (Jeff Sloan)	Within 2 weeks of receipt
DBE Report	Transit Manager (Sandy Smith)		Annual
Procurement Process	Transit Manager (Sandy Smith)	5311 Administrator (Sam Chavez)	As Needed
Compliance with contract	Transit Manager (Sandy Smith)		Ongoing
Final Capital Invoice Due	Transit Manager (Sandy Smith)		October 1, 2010

ATTACHMENT B BULLHEAD CITY

SECTION 5311 CAPITAL APPLICATION FOR AMERICAN RECOVERY AND REINVESTMENT

Capital funding is now available through the American Recovery and Reinvestment Act (ARRA) of 2009. **Under the ARRA, no Local Match is required.** The Federal share for approved Transit Capital Assistance is 100 percent.

If you are requesting a vehicle(s), current procurement procedures exist. You will still be required to submit (through email) a copy of the vehicle specifications to the 5311 program manager for approval and funding verification. Piggybacking process is permissible. However, you are required to submit a copy of the contract from the agency you will be piggybacking with, to ADOT for approval before placing orders. Your vendor should be able to provide you with that information. All other certification and assurance documentation is still required. Check your procurement handbook for the required forms checklist.

FEDERAL CERTIFICATIONS AND ASSURANCES:

The following forms must be included with your capital application:

- Assurance of Authority of the Applicant and its Representative
- General Assurances
- Certification for Civil Rights Complaints
- Certification of Restrictions on Lobbying
- Certification Regarding Debarment, Suspension, and other responsibility matters – primary covered transactions

The following documents must be submitted prior to reimbursement:

- Minutes from TAC meeting approving procurement
- Federal Transportation Administration Intergovernmental Procurement Review Checklist
- Piggybacking procurement checklist
- Certificate of Title – Must show ADOT as lien holder
- Certificate of Liability Insurance – Must show ADOT as Additional Insured
- Buy America Certification (from Mfg)
- Debarment Suspension Certification (from vendor)
- Lobbying Certification (from vendor and Mfg)

- Bus Testing Certification (from Mfg)
- Overall Federal Regulation Compliance (from vendor)

Applicants are requested to complete this budget on the basis of immediate and unduplicated needs. For example, applicants may not commingle AARA funds into a grant application that contains FTA funding authorized under SAFETEA – LU or any prior authorization.

Applicants are encouraged to identify projects or expenditures that meet the goals of the time limits contained in the ARRA. Inability to secure an approved and executed procurement within the statutory time limits will result in fund availability being withdrawn. FTA will reappropriation these funds to areas that have successfully executed grants within the statutory time frames.

Projects eligible for capital funding include:

- New or used transit vehicles
- Rehabilitation of vehicles
- Accessibility conversions
- Communication equipment
- Computers
- Bus stop improvements, including signage, benches, or shelters
- Development of transit centers

If you intend to purchase a bus, it is important to identify whether it will be a light, medium or heavy duty bus and the approximate total vehicle length, passenger seating, and if the bus is a replacement or addition to the fleet. This will assist ADOT in its application for federal funds. Example: 35', 22 passengers, addition. If it will be a replacement vehicle, include the VIN number of the vehicle to be replaced.

A. NEW VEHICLE ACQUISITION

1. Describe the requested vehicle in some detail including: Type of Vehicle indicating number of passenger seats, seating arrangement, special accessibility devices, wheelchair securement system, drive train data, etc. Do not attach copy of vehicle specifications to the application.

3 each medium duty 26-foot 21 passenger (or 15 ambulatory/2 wheelchair) low floor kneeling bus with wheelchair ramp, Q-Straint QRT Max wheelchair securements, rear wheel drive, air-ride suspension, continuous drive line, roof top condenser, side advertising rails (interior and exterior), window tint, bike rack, farebox, and safety kit
 2 each light duty 15-foot 6 passenger (or 4 ambulatory/2 wheelchair) minivan, Q-Straint wheelchair securements, manual fold out wheelchair ramp, side slider entry door, logo and lettering, farebox, and safety kit

2. Will this proposed vehicle be used as a replacement?
 What is the age and mileage of the replaced vehicle?
 Will this vehicle be retired from service?
 If vehicle is not being retired from service, what is your justification for a fleet increase?

Provide VIN numbers for vehicles being replaced.

Replacements
 1. 2001 Ford (14 passenger) 245,495 miles, VIN 1FDWE45F4YHB93665
 2. 2002 Dodge (11 passenger) 155,517 miles, VIN 2B7LB31Z22K115724
 3. 2002 Dodge (11 passenger) 184,153 miles, VIN 2B7LB31Z22K115725
 4. 2002 Dodge (7 passenger) 233,567 miles, VIN 2B7LB31Z72K119641
 5. 2002 Blue Bird (27 passenger) 130,654 miles, VIN 1BAGBCPHX2F202425
 All vehicles listed to be replaced.

3. Will this vehicle be fully accessible to the disabled, in accordance with ADA guidelines? Attach statement that will assure ADOT that disabled patrons will receive a comparable level of service.

All requested vehicles are ADA compliant.

B. VEHICLE REHABILITATION

Describe the vehicle to be rehabilitated. Include information on year, make and model, condition, driveline information, current mileage, seating capacity and what you plan to rehab. Is this vehicle accessible?

N/A

1. Describe the proposed tasks to be done as part of this rehabilitation under the

appropriate category:

Drive Line:

Paint:

Suspension/Brakes:

Interior:

Accessibility:

Other:

C. COMMUNICATION EQUIPMENT

1. Describe the communication equipment requested. Is this a replacement of older units or additions?

N/A

2. Explain why this equipment is essential for the operation of your service?

D. OTHER CAPITAL PROJECTS / TRANSIT FACILITIES / TOOLS

For other items, provide a brief description here. Applicants are requested to contact ADOT Multimodal Planning Division staff to find out the supplemental information that needs to be submitted for the particular request.

Bus parking lot/shelter facility adjacent to transit offices

GENERAL ASSURANCES

To the best of my knowledge, having read the program guidelines (FTA Circular 9040.1B, November 1, 2008) and referenced assurances, and as an authorized representative, I certify that the APPLICANT has the legal authority and is willing to make as part of the contract between the State of Arizona and the APPLICANT for Rural Public Transportation financial assistance, the following assurances and warranties:

- A. The APPLICANT has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal funding; and to carry out the project described herein, including the safety and security aspects of that project
- B. The APPLICANT has or will have by the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.
- D. The APPLICANT will have satisfactory continuing control over the use of project equipment and facilities and assures that the project equipment and facilities will be adequately maintained.
- E. The APPLICANT assures affirmative compliance with Title VI of the Civil Rights Act of 1964, and pursuant to EO 13166 and DOT policy guidelines concerning recipient's responsibilities to Limited English Proficient (LEP) persons FRA C 5010.1D pg. 11.8, and related statutes.
- F. Private transit and paratransit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the APPLICANT.
- G. The APPLICANT assures that it will provide a drug - free workplace.
- H. The APPLICANT assures affirmative compliance with 49 CFR Part 653 and Part 655, 49 CFR Part 40, and 49 CFR Part 29, or successor statutes, the U.S. DOT anti-drug programs.
- I. The needs of the elderly and disabled persons have been addressed by the APPLICANT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).
- J. The APPLICANT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers and users, including social service agencies capable of purchasing service.
- K. The APPLICANT has complied, as applicable, with the labor protection provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

- L. The APPLICANT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), otherwise known as Public Law No. 101-336 and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule.
- M. The Applicant will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f)).
- N. The APPLICANT has worked to ensure the continuation of existing transportation revenues to complement Rural Public Transportation funds.
- O. The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.
- P. Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order no. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000 (e).
- Q. The provisions of Arizona Revised Statutes Section 41-4401 pertaining to E.Verify and Federal immigration laws and regulations relating to employees are applicable to this application.
- R. The provisions of Arizona Revised Statutes Section 35-397 certifying the applicant does not have scrutinized business operations in either Sudan or Iran are applicable to this application.

ATTACHMENT C
CRITERIA FOR FEDERAL FUNDS
CITY OF BULLHEAD CITY

Vehicles Purchases – Required Information

- Date RFP Out For Bid
- Contract Awarded Date
- First Vehicle Delivery Date
- All Vehicles Delivered Date
- Contract Complete

Piggyback Purchases – Obtain Information From Original Requestor

- Must include a copy of the original contract
- Date RFP Out For Bid
- Contract Awarded Date
- First Vehicle Delivery Date
- All Vehicles Delivered Date
- Contract Complete

Prior to Reimbursement of Vehicles the Following Information Must be Provided to ADOT:

- All vehicles must have ADOT as the listed lienholder – ADOT lienholder Number E00321410
- Proof of insurance
- Original Title
- Copy of Invoice

Other reporting requirements deemed necessary for ARRA funding purposes

RESOLUTION NO. 2009R-20

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF BULLHEAD CITY TO APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF BULLHEAD CITY FOR CAPITAL PROJECTS FOR THE BULLHEAD AREA TRANSIT SYSTEM (BATS).

WHEREAS, American Recovery and Reinvestment Act of 2009 (ARRA) has authorized stimulus funding for capital projects through application to state agencies; and

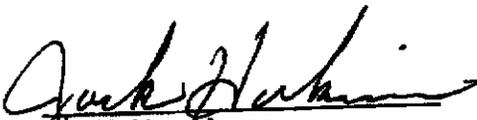
WHEREAS, the Arizona Department of Transportation provides American Recovery and Reinvestment Act of 2009 (ARRA) funding to transit systems throughout the State of Arizona; and

WHEREAS, the Arizona Department of Transportation has announced the availability of ARRA funds to be used for capital purchases for transportation services for the general public for fiscal year 2009/2010,

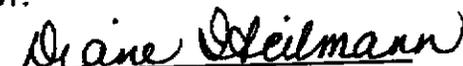
NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Bullhead City, Arizona hereby:

1. Approve an Intergovernmental Agreement between the Arizona Department of Transportation (ADOT) and the City of Bullhead City in substantially the same form and substance as the attached IGA, and
2. Authorize the receipt of grant funds from the Arizona Department of Transportation for the Bullhead Area Transit System with no local match required, and
3. Appoint the City Manager or his designee to conduct all negotiations, execute and submit all grant related documents which may be necessary for the completion of the aforementioned program.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City this 19th day of May, 2009.

By: 
Jack Hakim, Mayor

ATTEST:

By: 
Diane Heilmann, City Clerk

APPROVED AS TO FORM:

By: 
W. Kent Foree, City Attorney

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.

Requested Item	Quantity	Unit Cost	Subtotal
Bus - ADA accessible 21-passenger low floor	3	116,000	348,000 \$ 346,794
Minivan - ADA accessible 6-passenger low floor	2	45,000	90,000 \$ 38,987
Bus storage lot	1	106,212	106,212
Electric cart - 4-passenger	1	12,000	12,000 \$ 12,824
<i>Operating Expenses</i>			\$ 24,400
Total capital costs			\$ 556,212
			\$ 423,005

CAPITAL COST EXPLANATION

The scope of work for the bus storage lot requires paving, fencing, and erecting a shade cover. This project will incur the following costs (excluding labor):

Requested Item	Quantity	Unit Cost	Subtotal
Asphalt	1	30,000	30,000
Fencing	1	3,000	3,000
Security lighting	1	3,000	3,000
Shade cover	1	51,628	51,628
Equipment	1	11,936	11,936
Fuel	1	4,800	4,800
Striping	1	300	300
Plastic curb stops	1	1,548	1,548
Bus storage lot total			\$ 106,212

The grant number on page one is changed to AZ-86-X001

I. RECITALS

Paragraph 4 – Federal amount is changed to \$423,005

II. SCOPE OF WORK

Section 1

Paragraph A – Federal amount is changed to \$423,005

Paragraph B – Secretary of State filing is waived

Paragraph B – Signed Agreement must be received by ADOT no later than Friday, September 17, 2010

Section 2

Paragraph B – Federal amount is changed to \$423,005

III. MISCELLANEOUS PROVISIONS

Section 2 – Date is changed to June 30, 2011

Section 6 – Secretary of State filing is waived

Section 13 – Finance name for City of Bullhead City is changed to Rob LaFontaine

ATTACHMENT B

Category A purchases are amended to:

Change the funding for three vehicles to \$346,794

Change the funding for the van to \$38,987

Add a line item for the electric cart to \$12,824

Add a line item for Operating Expenses for \$24,400

Category B purchases are amended to:

Remove the Bus Lot and Shelters Funding

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

THE CITY OF BULLHEAD CITY

STATE OF ARIZONA

Department of Transportation

By _____
TOBY COTTER, City Manager

By _____
JENNIFER TOTH, Director
Multimodal Planning Division

ATTEST:

By *Diane Heilmann*
DIANE HEILMANN, City Clerk

The grant number on page one is changed to AZ-86-X001

I. RECITALS

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Section 1

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THE CITY OF BULLHEAD CITY

**STATE OF ARIZONA
Department of Transportation**

By _____
TOBY COTTER, City Manager

By _____
JENNIFER TOTH, Director
Multimodal Planning Division

ATTEST:

By *Diane Heilmann*
DIANE HEILMANN, City Clerk