

**FIRST AMENDMENT TO TRANSIT SERVICE
INTERGOVERNMENTAL AGREEMENT
CITY OF FLAGSTAFF
AND
NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC
TRANSPORTATION AUTHORITY**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "FIRST Amendment") is made and entered into effective as of the ___ day of _____, 2022 (the "Effective Date"), by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and the Northern Arizona Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona ("NAIPTA") City and NAIPTA are sometimes referred to in this First Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Intergovernmental Agreement for Transit Services dated July 1, 2016, (the "Service IGA").

B. The Parties now desire to amend the Service IGA to provide the roles and responsibilities as related to the joint development of bus lanes on Beulah Boulevard, Flagstaff, AZ 86001, as depicted in the attached Exhibit A.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Service IGA by adding a new Section 11 to read as follows:

11. Beulah/University Project Bus Only Lanes and Bus Stops

11.1 NAIPTA Obligations

11.1.1 NAIPTA shall pay for 100% of the actual City costs to design and construct the Bus Only Lanes and Bus Stops Pads on Beulah Boulevard in Flagstaff, which shall be determined as 1.6210% of the final Total Project Cost of Work as calculated by the City, plus \$22,000 for design costs: ("the Final Cost"). The Final Cost is currently estimated to be \$356,121, plus taxes of 5.968% (\$21,253), for a total of \$377,374, attached as Exhibit B.

- 11.1.2 NAIPTA shall provide the City with bus stop pad specifications and provide timely review, feedback, and approval of proposed improvements. NAIPTA shall be responsible for purchase and installation of all bus stop amenities (shelter, bench, trash receptacle, bike rack, etc).
- 11.1.3 NAIPTA shall be responsible for providing timely review, feedback, and approval of proposed final design layout and location of Beulah Bus Stops prior to construction. NAIPTA shall be responsible for review and acceptance of Bus Stop improvements upon completion of construction. NAIPTA shall own and maintain Bus Stops upon completion of construction.
- 11.1.4 NAIPTA shall be responsible for providing timely review, feedback, and approval of proposed relocation of existing bus stop improvements at the northeast corner of Milton Rd and University Ave, Flagstaff as necessary for related Beulah/University Project elements.
- 11.1.5 NAIPTA shall make a one-time, lump sum payment of the Final Cost to the City of Flagstaff within 30 days of receipt of an invoice from the City of Flagstaff, less the total amount that NAIPTA has paid to City for purchase of clean fill (dirt) under a separate Resource Use and Sharing Agreement entered into by and between the parties on _____, 202__ (“the Credit”). NAIPTA shall use local transportation tax dollars and not federal funds to pay the Final Cost.

11.2 City Obligations

- 11.2.1 The City shall be responsible for procuring services necessary to design and construct the Bus Only Lanes and Bus Stops Pads on Beulah Boulevard in Flagstaff.
- 11.2.2 The City shall be responsible for project management during design and construction phases of the project.
- 11.2.3 The City shall be responsible for cost of installation and maintenance of “Bus Only” markings.
- 11.2.4 The City shall be responsible for the design and construction of two bus stop pads along Beulah Boulevard, one on each side of roadway, to serve as NAIPTA bus stops. Beulah Bus Stops will be constructed to accommodate future transit service with the following schematic footprint: 7’ 5” deep x 60’ long on the east side of extended Beulah Boulevard and 10’ 5” deep x 60’ long on the west side. The City shall consult with NAIPTA on the final design layout and location prior to City’s approval of final design and construction.
- 11.2.5 The City shall reimburse NAIPTA for a proportionate share of the Final Cost if the Bus Only lanes are reverted to general purpose lanes in less than seven (7) years, from the date of being placed in service. The proportionate share is

calculated as follows: $(\text{Final Cost})/84 = \$/\text{month}$. For example, if the Final Cost is \$400,000, and the Bus Only lanes are reverted to general purpose lanes six (6) years and 2 months after being put into service, then the reimbursement amount is $10 \text{ months} \times \$4,761.90 = \$ 47,619.00$.

- 11.2.6 The City shall be responsible for relocation of the existing bus stop improvements at the northeast corner of Milton Rd and University Ave (also known as the Target bus stop), as necessary. The City shall consult with NAIPTA on appropriate new location and be responsible for repayment of any residual federal investment in the stop if the new stop is not identical to current improvement, if any.
- 11.2.7 The City shall invoice NAIPTA for a one-time, lump sum, payment for the Final Cost within 60 days after Final Acceptance and accounting for final expenses.

Except as amended by this First Amendment, the Service IGA shall remain in full force and effect. In the event of any conflict between this First Amendment and the Service IGA the terms of this First Amendment shall prevail. The Service IGA defines some of the capitalized terms used in this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the Effective Date set forth above.

CITY OF FLAGSTAFF

NAIPTA

Becky Daggett
Mayor

Heather Dalmolin,
CEO & General Manager

Attest:

Attest:

City Clerk

Clerk of the Board

PROPER FORM AND AUTHORITY:

This First Amendment to the Service IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

Dated this ___ of _____, 20__.

Dated this ___ of _____, 20__.

By: _____
Sterling Solomon
City of Flagstaff Attorney

By: _____
Scott A. Holcomb
NAIPTA General Counsel

Attachments:

Exhibit A: *Project Overview Plan*

Exhibit B: *Estimated Proportional Cost Share Breakdown*