

RESOLUTION NO. 2014-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO THE TRANSIT PLANNING STUDY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The First Amendment to the Intergovernmental Agreement between the Town of Fountain Hills (the "Town") and the Regional Public Transportation Authority relating to the Transit Planning Study (the "First Amendment") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference

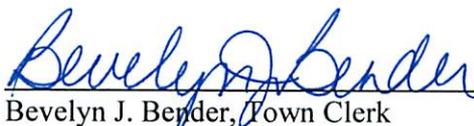
SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the First Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, April 3, 2014.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

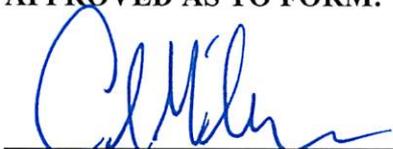

Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Kenneth W. Buchanan, Town Manager


Andrew J. McGuire, Town Attorney

**EXHIBIT A
TO
RESOLUTION NO. 2014-16**

[First Amendment]

See following pages.

FIRST AMENDMENT
TO
TRANSIT PLANNING STUDY
BETWEEN
TOWN OF FOUNTAIN HILLS
AND
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

Contract # 124-70-2013

RECITALS

THIS FIRST AMENDMENT TO TRANSIT PLANNING STUDY (this "First Amendment") is entered into as of April 3, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and the Regional Public Transportation Authority of Maricopa County, an Arizona public agency ("RPTA").

A. The Town and RPTA entered into that certain Transit Planning Study, Contract # 124-70-2013, dated December 20, 2012 (the "Agreement") for RPTA to provide transportation planning services (the "Services").

B. The Town and RPTA have determined that additional time is necessary for RPTA to complete the Services.

C. The Town and RPTA desire to enter into this First Amendment to extend the term of the Agreement to provide for the completion of the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and RPTA hereby agree as follows:

1. Term. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, RPTA affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever

waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by the parties pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first set forth above.

“Town”

“RPTA”

TOWN OF FOUNTAIN HILLS, a
municipal corporation,

Regional Public Transportation Authority,
an Arizona public agency

By:


Linda Kavanagh
Mayor

By:


Stephen R. Banta
Chief Executive Officer

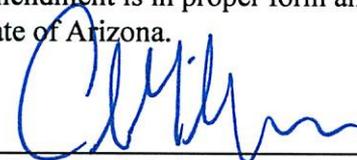
ATTEST:

By:

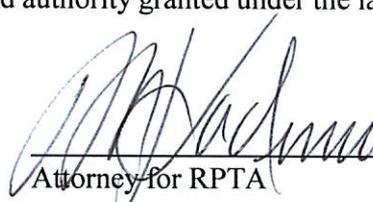

Bevelyn J. Bender
Town Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above First Amendment on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Andrew J. McGuire, Town Attorney



Attorney for RPTA