



**PURCHASE ORDER  
ARIZONA STATE UNIVERSITY  
PURCHASING AND BUSINESS SERVICES**

P.O. BOX 870401  
TEMPE, AZ. 85287-0401  
(480)965-3271 FAX: (480)965-2234

DATE 12 03 07	F.O.B. POINT DESTINATION	BLANKET/BID NO.	CONFIRMING ORDER NO	DELIVERY DATE 06 30 08	PURCHASING ORDER NO. SC 29108M00149	PAGE 01
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Acceptance of this order includes acceptance of all conditions on face and back.

ASU BUYER MEGAN BECKA 480-965-4370	ASU REQUISITION NO.
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Call this buyer if there are any questions. Notify at once if order cannot be filled.

VENDOR NO. AND NAME

866000256 Y  
CITY OF PHOENIX  
CITY TREASURER  
P O BOX 2005  
PHOENIX AZ850012005

SHIP TO:  
MAIN ARIZONA STATE UNIVERSITY  
1711 S. RURAL ROAD  
RECEIVING  
TWR 109 5205 KAREN WAGNER  
TEMPE, AZ 85287  
Show the Purchase Order No. on each carton label.

**Mail Invoices to**  
PAYABLES AND REIMBURSEMENTS  
ARIZONA STATE UNIVERSITY  
P.O. BOX 875912  
TEMPE, AZ 85287-5912  
  
Send original invoice: The Purchase Order No. must appear on all invoices.

LINE	QUANTITY	UNIT	UNIT PRICE	CATALOG NO.	AMOUNT
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001	0.00		1.000		400,000.00
STAFF/FACULTY BUS CARD PLUS PRGRM 7/1/07 - 6/30/08					

002	0.00		1.000		1,000,000.00
STUDENT UNIVERSITY BUS PASS PROGRAM 7/1/07 - 6/30/08 PER THE TERMS AND CONDITIONS OF AGREEMENT NO. 121032 DATED 5/02/07					

ASU DEPT. CONTACT: KAREN WAGNER, 480-965-4517

ALL INVOICES MUST REFERENCE ASU PURCHASE ORDER SC 29108M000149

WE DO NOT GUARANTEE TO USE THE TOTAL FUNDS SHOWN, THE ACTUAL MAY BE INCREASED OR DECREASED

(ASU REF: RX MJ202000487)

ASU IS NOT EXEMPT FROM PAYING ARIZONA SALES TAX - ARIZONA VENDORS ARE TO CHARGE APPLICABLE SALES TAX WHEN INVOICING ASU. IF AN OUT-OF-STATE VENDOR HAS AN ARIZONA TAX LICENSE, APPLICABLE SALES TAX MUST BE INVOICED AND THE PERMIT NUMBER SHOWN ON THE INVOICE; OTHERWISE, ASU WILL PAY USE TAX DIRECTLY TO THE STATE OF ARIZONA.

1,400,000.00

ASU is not exempt from paying Arizona sales tax. We are exempt from the Federal Excise Tax. Out-of-State vendors charging Arizona sales tax must have a Permit Number shown on invoices.

**TOTAL 1,400,000.00**

AUTHORIZED SIGNATURE <i>Megan Becka</i>	ORIGINATING DEPARTMENT MJ2 1003	BUILDING AND ROOM TWR 109 5205
NAME KAREN WAGNER		

File

5C 29108M00149

FUNCTION: DOCID: RX MJ2 MJ202000487 12/03/07 03:33:35 PM  
STATUS: ACCPT BATID: ORG:

REQUISITION INPUT FORM

DATE: 12 03 07 ACCT PRD: 06 08 BFY: 08 ACT: E TRACK CO: DEL DATE: 06 30 08  
VENDOR CODE: 866000256 Y RESP AGENCY/ORG: MJ2 1003 COMMENTS: BLANKET  
NAME: CITY OF PHOENIX SHIP/BILL TO: REC AP TYPE:  
ADDRESS: CITY TREASURER BLDG/ROOM: 5205 TWR109 TAX: T0  
P O BOX 2005 RESP PERSON: KAREN WAGNER  
PHOENIX AZ 850012005 REQ BY: BILL WESTLAKE

CONTACT: LINK: Y REQ PHONE: 480-965-4517  
PHONE: BS ACCT: WHSE: ITEM TOTAL: 1,400,000.00  
DISC CODE: FREIGHT IND: FRGHT I/D: FRGHT TOTAL:  
TOTAL AMT: TOT AMT I/D: CALC TOT AMT:  
TOTAL QTY: TOT QTY I/D: CALC TOT QTY:  
LN FUND AGY ORG/SUB APPR UNIT ACTV FUNC OBJ/SUB JOB # RCAT TOTAL I/D  
01 2230 MJ2 1003 MJ2APPRD 7010 99 1,400,000.00

A--\*HS60-DOCUMENT MARKED FOR READ ONLY H--A413W-VENDOR NOT A SMALL BUSINESS

FUNCTION: DOCID: RX MJ2 MJ202000487 12/03/07 03:33:38 PM  
STATUS: ACCPT BATID: ORG: 001-001 OF 002  
01- LINE NUMBER: 001 COMMODITY CODE: 701099GS ITEM CODE:  
REF ACCT LN: 01 TEXT: Y  
QUANTITY: 1.000 I/D: UNIT: EA  
UNIT COST: 400,000.000000 I/D: LINE AMT: 400,000.00  
DISC CODE: DISC AMT: I/D:  
LN TAX CODE: TAX AMT: 0.00  
FREIGHT AMT: I/D:  
TOTAL COST: 400,000.00

DESCRIPTION: STAFF/FACULTY BUS CARD PLUS PRGRM 7/1/07 - TO 6/30/08  
MANUFACTURERS NAME:  
MANUFACTURERS NUMBER:

FUNCTION: DOCID: RX MJ2 MJ202000487 12/03/07 03:33:41 PM  
STATUS: ACCPT BATID: ORG: 002-002 OF 002  
01- LINE NUMBER: 002 COMMODITY CODE: 701099GS ITEM CODE:  
REF ACCT LN: 01 TEXT:  
QUANTITY: 1.000 I/D: UNIT: EA  
UNIT COST: 1000000.000000 I/D: LINE AMT: 1,000,000.00  
DISC CODE: DISC AMT: I/D:  
LN TAX CODE: TAX AMT: 0.00  
FREIGHT AMT: I/D:  
TOTAL COST: 1,000,000.00

DESCRIPTION: STUDENT UNIVERSITY BUS PASS PROGRAM 7/1/07 TO 6/30/08  
MANUFACTURERS NAME:  
MANUFACTURERS NUMBER:

ACTION: R SCREEN: ORQL USERID: MEB1

12/03/07 04:21:13 PM

OPEN REQUISITION ACCT LINE INQUIRY

TRANSACTION ID= RX MJ202000487

LINE NUMBER= 01

FUND: 2230	AGENCY: MJ2	ORG/SUB-ORG: 1003
APPR UNIT: MJ2APPRD	ACTIVITY:	FUNCTION:
OBJ/SUB-OBJ: 7010 99	BS ACCOUNT:	REPT CATEGORY:
JOB NUMBER:	PROJECT:	

LINE AMOUNT:	1,400,000.00
CLOSED AMOUNT:	0.00
OBLIGATED AMOUNT:	0.00



Requisition Text

Transaction ID RX MJ202000487

Commodity Line Number 001

	Text	Text Line
1	AGREEMENT NO. 121032	001
2	DATED 5/02/07	003
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Other Attrib

Freight

Acctg Details

Comm Details

Comm Line

Add Descript

ADD KEY FOUND

Messages

3:34 PM

12/03/07



**City of Phoenix**  
PUBLIC TRANSIT DEPARTMENT

May 23, 2007

William Westlake  
ASU Parking and Transit Services  
P.O. Box 875205  
Tempe, AZ 85287-5205

RE: ASU Bus Pass Program

Dear Mr. Westlake,

Enclosed is a fully executed original Agreement No.121032 between the City of Phoenix and Arizona State University. This document is for your records.

Please email your acknowledgement of receipt of the enclosed document.

Sincerely,

Julie Cummings  
Procurement Assistant  
(602) 534-6192  
[julie.cummings@phoenix.gov](mailto:julie.cummings@phoenix.gov)

City of Phoenix  
Public Transit Department  
302 N. 1<sup>st</sup> Ave  
Suite 900  
Phoenix, AZ, 85003

AGREEMENT NO. 121032 . . .

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF PHOENIX  
AND  
THE ARIZONA BOARD OF REGENTS**

**(Arizona State University Faculty, Staff &  
Student Unlimited Use Bus Pass Program)**

THIS AGREEMENT is made and entered into this 17 day of April, 2007, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and the Arizona Board of Regents for and on behalf of Arizona State University (hereinafter called "ASU").

**RECITALS**

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, in response to a shortage of parking and future parking fee increases at Arizona State University (ASU), the City of Tempe funded a survey to determine current and potential bus use by ASU students and employees; and,

WHEREAS, the aforementioned survey provided data to allow the Cities of Tempe and Phoenix, and the Regional Public Transportation Authority to develop ridership and revenue estimates for the fall 2005, spring 2006, summer 2006, fall 2006 and spring 2007 sessions at ASU; and,

WHEREAS, the purpose of these estimates was to test an unlimited use transit pass program for ASU and to collect actual usage data for ASU while holding the transit agencies harmless for any revenue loss; and,

WHEREAS, on or about May 4, 2005, the Phoenix City Council adopted Ordinance No. S-31925 (amending Ordinance No. 30588) establishing fares for the ASU Pilot/ Demonstration Project; and,

WHEREAS, ASU and the cities of Tempe and Phoenix undertook the initial phase of a Pilot/Demonstration Project to provide an unlimited transit use pass to ASU faculty, staff and students; and,

WHEREAS, thereafter ASU requested that the project continue at ASU's cost through May 31, 2007; and,

WHEREAS, based on the actual data collected, ridership exceeded estimates and ASU wishes to continue the Pilot/Demonstration Project as a permanent part of PHOENIX's bus fare structure; and,

WHEREAS, PHOENIX and ASU have been duly authorized to enter into this Agreement; NOW, THEREFORE,

### **AGREEMENT**

IT IS HEREBY AGREED, by and between the parties, as follows:

SECTION 1. Purpose. The parties wish to continue the ASU unlimited bus fare Pilot/Demonstration Project as a permanent part of PHOENIX's bus fare structure. The decision to continue the Pilot/Demonstration Project is based upon three factors: (1) critical need arising from a parking shortage at ASU; (2) projected future parking fee increases; and, (3) the success of the Pilot/Demonstration Project and the ridership that it generated.

SECTION 2. Key Provisions. Each of the parties shall participate in the ASU Unlimited Use Transit Pass Program. The key provisions of the program are as follows:

- A. PHOENIX shall provide transit passes to ASU for use during the contract term. Passes shall be issued solely and exclusively to ASU faculty, staff and students by ASU in accordance with such terms and conditions as ASU may seek to impose.
- B. Marketing for the transit pass program shall be the sole responsibility of ASU and the cost of such marketing shall be paid by ASU.

 The staff and faculty will participate in the regular Bus Card Plus Program and ASU will be billed based on actual usage each month for the contract period.

**D** The student University Pass Program will include a charge for each boarding at the rate of \$0.798 per boarding. The rate is calculated based on the average fare for the Bus Card Plus Program plus a 5.0% handling fee. Due to the handling fee being applied to the per boarding rate no per card fee will be charged. The total student pass program cost shall not exceed \$1,000,000 for the contract year

- E. Passes shall be valid for the period from June 1, 2007 through June 30, 2008, subject to such limitations as ASU may choose to impose. Participants wishing to continue to participate in the program beyond June 30, 2008, will be required to obtain a new pass for the subsequent contract period.
- F. If, based upon demand additional passes are required, PHOENIX shall provide the additional student passes at no additional cost to ASU. Provided, however, that the parties recognize that a minimum of six (6) weeks is need to process and procure requests for additional passes.
- G. ASU will be billed monthly in arrears with payment terms of net 30 days. In addition to the timely payment of the sums thus billed, ASU shall pay \$0.50 per card for the initial order of employee cards under the Bus Card Plus program and for any additional staff and faculty card orders if required.

Invoices will be mailed to:

William Westlake  
ASU Parking and Transit Services  
P.O. Box 875205  
Tempe, AZ 85287-5205  
Phone 480-965-2656  
Fax 480-965-0712

Fare Media will be delivered to:

Judi Nelson  
ASU Parking & Transit Services  
P.O. Box 875205  
Tempe, AZ 85287-5205  
Phone 480-965-0472 Fax 480-965-0712

Physical address: 525 South Forest Suite 103, Tempe, AZ 85281 between the hours of 8 a.m. to 5 p.m. Monday through Friday.

- H. Compensation and quantity of passes shall be determined/negotiated annually by the parties based upon actual usage.



**SECTION 3. Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

**SECTION 4. Fiscal Year; Failure to appropriate.** The parties agree that notwithstanding any provision of this Agreement to the contrary, if performance under this Agreement by any party hereto shall ever be dependent upon the appropriation of funds by the City Council or by the state legislature, and if the City Council or the state legislature should fail to appropriate the necessary funds for such performance, then, by written notice to the other party, such party may cancel this Agreement and have no further duty or obligation to the other party hereunder. The parties hereto recognize and understand that appropriation is a legislative act and is beyond the control of either of the parties hereto.

**SECTION 5. Conflict of Interest.** The parties acknowledge that this Agreement is subject to the provisions of § 38-511, Arizona Revised Statutes. Either party may cancel this Agreement in accordance the provisions of A.R.S. § 38-511, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party hereto is, at any time while this Agreement or any extension thereof is in effect, an employee, agent, consultant or engaged in any capacity by any other party to this Agreement with respect to the subject matter hereof.

**SECTION 6. Dispute Resolution.** In the event of a dispute under this Agreement, the parties agree that such dispute shall be subject to arbitration to the extent required by § 12-1518 and § 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

**SECTION 7. Inspection of Records and Records Retention.** To the extent required by § 35-214, Arizona Revised Statutes, the parties hereto shall retain all books, accounts, reports, files and other records relating to this Agreement and make such records available at all reasonable times for inspection and audit by the parties hereto or their agents, during the term of this Agreement and for a period of five (5) years thereafter. Such records shall be provided at such location as reasonably designated by the requesting party upon reasonable notice to the other party.

**SECTION 8. General Provisions.**

- A. **Assignability; Successors and Assigns; Third Party Beneficiaries.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by either party without the prior written consent of the other. Any attempt to assign without such prior written consent shall be void. Any successor to a party's interest under this Agreement, whether by operation of law, or otherwise, shall be bound by the provisions of this Agreement. It is the specific intention of the parties that this Agreement is made and entered into for their specific benefit and that third party beneficiaries, with the ability to enforce this Agreement, are not being created hereby. This Agreement shall inure only to the benefit of each of the parties and to their permitted successors and assigns.
- B. **Employment and Organization Disclaimer; Independent Contractor Status.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. The parties agree that no person supplied by either of them in the performance of their respective obligations under this Agreement are employees of the other. The employing party shall have sole and total responsibility for all salaries, wages, bonuses, retirement, withholding, workers' compensation, occupational disease compensation, unemployment compensations, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons used by it in the performance of this Agreement.

Further, it is understood and agreed that neither party is the agent of the other and neither party is authorized to act on behalf of the other party

- C. Entire Agreement; Modification (No Oral Modification). This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
- D. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
- E. Compliance with Laws, Permits. Both parties shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, each shall be solely responsible for obtaining all approvals, permits and licenses necessary to perform the work called for under this Agreement.
- F. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
- G. Non-waiver. Should either party fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
- H. Termination. Upon written notice, either party may, at its option, sole and unfettered discretion, terminate its obligations under this Agreement, or any part thereof, with or without cause, no less than thirty (30) calendar days before the

beginning of a semester, including summer school semesters, (according to ASU's calendar). Should this Agreement be terminated, the terminating party shall complete performance and make all payments due prior to the termination date.

When notice of termination is received, the terminating party shall consult with the other party concerning the status of their respective obligations hereunder and their intention with regard thereto. After such consultation, each party shall consider the requested actions proposed by the other and shall proceed in a manner to minimize the negative impact of such termination.

- I. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for PHOENIX: Jim Campion  
Lead Contracts Specialist  
City of Phoenix Public Transit Department  
302 North 1<sup>st</sup> Avenue; Suite 900  
Phoenix, AZ 85003  
Telephone: (602) 262-7242  
FAX: (602) 495-2002  
E-mail: [jim.compion@phoenix.gov](mailto:jim.compion@phoenix.gov)

If intended for ASU: John Riley  
Executive Director of Purchasing  
Arizona State University  
Box 875212  
Tempe, Arizona 85287-5212  
Telephone: (480) 965-6532  
FAX: (480) 965-5688  
E-mail: [john.riley@asu.edu](mailto:john.riley@asu.edu)

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

SECTION 9. Effective Date: This Agreement shall be in full force and effect upon approval of PHOENIX's City Council and ASU's Board of Regents, when executed by their duly authorized officials, and when filed with the County Recorder pursuant to A.R.S. § 11-952(G).

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

CITY OF PHOENIX, ARIZONA  
Frank Fairbanks, City Manager

By Debbie Cotton  
Debbie Cotton  
Public Transit Director

ATTEST:

Mario Paniagua  
City Clerk - PHOENIX



APPROVED AS TO FORM:

Mark Russell  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY ORDINANCE NO. S-33908 ON MAY 2, 2007 JC

ARIZONA BOARD OF REGENTS for, and on  
behalf of, ARIZONA STATE UNIVERSITY

By John Riley  
John Riley  
Executive Director Purchasing

APPROVED BY THE ARIZONA BOARD OF REGENTS ON NOT REQUIRED, 2007.

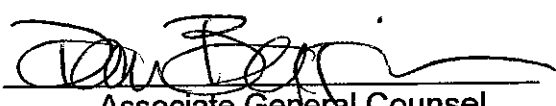
**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

**Attorney for City of Phoenix**

**Attorney for Arizona Board of Regents**

  
\_\_\_\_\_  
Acting City Attorney  
200 W. Washington; Suite 1300  
Phoenix, Arizona 85003

  
\_\_\_\_\_  
Associate General Counsel  
Arizona State University  
Tempe, Arizona 85287-2003

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