

ADOT CAR No.: IGA /JPA 16-0006063-I
AG Contract No.: P001 2016004983
Project Name: Glendale SRTS Support
Program FY17
Project Location: Various
Federal-aid No.: GLN-0(258)T
ADOT Project No.: T010101D 01X
TIP/STIP No.:
**CFDA No.: 20.205 Highway Planning and
Construction**
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2017, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as “Parties”.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 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 § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The Safe Routes to School Program (SRTS) was established in August 2005 as part of SAFETEA-LU, Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. This is a one-school-year non-infrastructure project in which the recipient has eighteen (18) to twenty-four (24) months to expend the funds, unless otherwise specified. The State and the City have identified programs within the City as eligible for this funding.
4. The purpose of this Agreement between the State and the City is to allow the State to acquire federal funds for the implementation of various educational safety programs, the “Project”. The Project will include updating crossing guard apparel (hats, type 2 vests and stop paddles), update bike rodeo signage for real-world bicycling skills simulating actual traffic conditions cyclists encounter when riding their bike in a safe atmosphere and provide bike rodeo participants with a fitted bike helmet. The total project cost has been approved for **\$46,459.00**.

The City will procure supplies or services following the State procurement process or utilizing an established ADOT procurement contract.

5. The Project has been submitted to the State and Federal Highway Administration (FHWA) for their approval.

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

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. Execute this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, estimated at **\$2,000.00** If actual PMDR costs exceed the estimate during the development of design, notify the City and obtain concurrence prior to continuing with the development of design. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
 - c. Review and approve the SRTS application submitted by the City. Verify the City demonstrates the ability to meet the SRTS requirements and provide an environmental review.
 - d. Within 30 days of receipt of a Progress Payment Report (Exhibit A), reimburse the City for eligible costs incurred not to exceed **\$43,811.00** Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement. Any reimbursements shall be submitted and will be processed at the prorated percentage of 94.3% up to the total amount of federal funds programmed for the project **\$43,811.00**.
 - e. Continuously evaluate the City's program based on the regular submittal of evaluation data and the number of participating students. Should either of these not be met, the State SRTS Project Coordinator maintains the right to discontinue the award.
2. The City will:
 - a. Designate the State as the City's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PMDR costs, estimated at **\$2,000.00**. Agree to be responsible for actual PMDR costs, if during the development of design, PMDR costs exceed the initial estimate. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

- c. After receipt of the State's environmental review and the official SRTS Notice to proceed, begin SRTS Program and activities.
- d. On a monthly or quarterly basis, complete and submit a Progress Payment Report (Exhibit A), and all documentation necessary for reimbursement of eligible costs incurred not to exceed **\$43,811.00**. Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement. Any reimbursements shall be submitted and will be processed at the prorated percentage of 94.3% up to the total amount of federal funds programmed for the project **\$43,811.00**.
- e. Communicate regularly with the Transportation Alternatives Program (TAP) coordinator, based within ADOT's Local Public Agency (LPA) Section.
- f. Twice a year, once during the fall school semester and once during the spring school semester, conduct surveys of participating classes by using the "Student Travel Tally" sheet. Obtain this form by using the "Data Central" tab and then "Data Collection Forms" from the National Center for Safe Routes to School (NCSRTS) on-line web-site at (www.saferoutesinfo.org). Complete one form for each participating class. Then, enter this data into the NCSRTS database by first creating an account at www.saferoutesdata.org and following the instructions.
- g. Submit the cover/front page of the NCSRTS output as verification of surveys and the page entitled "Evaluation - Semi-Annual Data" as documentation for reimbursements to be processed to the State's SRTS Program Coordinator.
- h. On a semi-annual basis, along with the reimbursement request and data verification, submit a report, no more than one page in length, of your program's progress.
- i. Use the funds in a timely manner. The State SRTS Program Coordinator has the right to discontinue reimbursements if sufficient progress has not been made.
- j. Should the City fail to provide the submittal of evaluation data and the number of participating students on a regular basis, the State's SRTS Program Coordinator maintains the right to discontinue the award.
- k. At Project completion, before the final reimbursement request is submitted, complete and submit the Project Close-Out Evaluation Form.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to

the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete the Project.

2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
3. The cost of work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that the actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.
4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.
6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
7. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
11. 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. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
13. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:
Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Kiran Guntupalli
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2951
(623) 930-2940 Fax
kguntupalli@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Local Public Agency
1615 E Jackson St.
Phoenix, AZ 85007

City of Glendale
Attn: Kiran Guntupalli
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2951
(623) 930-2940 Fax
kguntupalli@glendaleaz.com

For Financial Administration:

Arizona Department of Transportation
Local Public Agency
1615 E Jackson St.
Phoenix, AZ 85007

City of Glendale
Attn: Kiran Guntupalli
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2951
(623) 930-2940 Fax
kguntupalli@glendaleaz.com

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement 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.

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

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
JULIE K. BOWER
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE,, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 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.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2017.

City Attorney

EXHIBIT A
**ARIZONA DEPARTMENT OF TRANSPORTATION
 PROGRESS PAYMENT REPORT**

| | | | |
|--------------------------|-------------------------------------|-----------------|------------|
| Report No. 1 | | JPA | |
| | | PROGRESS | |
| Item No. | | FINAL | |
| Federal-aid No. | | | |
| ADOT Project No. | | | |
| Name of Project | | | |
| Name of Vendor | | | |
| REMIT PAYMENT TO: | | | |
| Date Started | Estimated Completion Date: On Going | % Billed | % Complete |

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

| Items | DESCRIPTION | Hours | CONTRACT AMOUNT | Previous Accumulative Amount | Current Month | Accumulative Amount |
|-------|--------------------------------|-------|-----------------|------------------------------|---------------|---------------------|
| | PER JPA See Attached | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |

| | | | | | |
|---------------|---|-------|--|--------------------------------|---------------|
| Submitted By: | SEE ATTACHED | Date: | | Total: To: | \$0.00 |
| Approved By: | ADOT Project Manager | Date: | | Total: Previous: Report: | \$0.00 |
| Accepted By: | ADOT Joint Project Administration - approved to form | Date: | | Current: Report: | \$0.00 |