

ADOT CAR No.: IGA /JPA 140004955--I
AG Contract No.: P0012015000301
Project: Systematic Improvement of Crash Data
– XML Schema
Federal-aid No.: 999-M(103)T
ADOT Project No.: M51201X
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2015, 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 (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. In accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), Highway Safety Improvement Program (HSIP) funds have been approved by Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona. This effort will consist of the installation of the XML Schema to electronically send crash data from the City's existing Records Management Systems (RMS) to ADOT's Accident Location, Identification and Surveillance System (ALISS) using Arizona Criminal Justice Information System (ACJIS), hereinafter referred to as the "Project". The State will acquire federal funds for the Project. This funding does not allow for the purchasing of any hardware.

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

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, be the designated agent for the City for the Project, in order to acquire funds, as approved by FHWA.
- b. Upon FHWA authorization, notify the City that they may proceed with the development and implementation of the Project.
- c. Provide ADOT's Crash XML Schema, provide Service Account to City and grant access to Test and Production servers as needed.
- d. Within thirty (30) days of receipt of an invoice and documentation of payment for services, reimburse the City for eligible costs incurred, up to and not to exceed **\$50,000.00**. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
- e. Evaluate the City's Project one year after reimbursement to ensure Project development and implementation has been completed. Should the Project not be in place and/or compatible, the State will invoice the City for all reimbursed federal funds acquired for the Project.

2. The City will:

- a. Upon execution of this Agreement, designate the State as the authorized agent for the City, in order to be eligible for federal funds, as approved by FHWA.
- b. Upon notification from the State of FHWA authorization, proceed with the development and implementation of the Project.
- c. Develop the Crash XML interface for the City RMS and ensure the Crash XML output generated by the City conforms to the ADOT Crash XML Schema.
- d. Configure their ACJIS Network to allow the connection to ADOT, ensuring the interface will transmit the XML output to ADOT Server.
- e. Ensure the interface processes the transmission results. The results will indicate whether the crash report was Accepted or Rejected by ADOT. The results will also include a list of validation errors for the rejected reports. The rejected report must be forwarded to the officer for correction and resubmitting.
- f. Upon payment for services, no more than monthly, invoice the State, providing all necessary documentation, for reimbursement of eligible costs incurred not to exceed **\$50,000.00**. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
- g. Within one year of reimbursement, ensure completion of Project development and implementation has been completed. Should the Project not be in place and/or compatible within one year after federal funds were made available, the City will repay all federal funds received for the Project.
- h. Agree to continue to use this process for sending in their crash data to ADOT from the date of Project implementation.

III. MISCELLANEOUS PROVISIONS

1. Either party may terminate this Agreement for convenience or cause upon thirty (30) days prior written notice to the other party. Upon any termination of this Agreement, the City shall repay all federal funds received for implementation of the Project.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from the Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or 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, and expenses of litigation and attorneys' fees.

3. 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.

4. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). 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. 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 (9) 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

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. 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 herein by reference regarding "Non-Discrimination".

9. 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.

10. 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 § 12-1518.

11. 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 Contract 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: Debora Black
6835 N 57th Drive
Glendale, AZ 85301
(623) 930-3059
(623) 931-2103 Fax

For Program Administration:

Intermodal Transportation Division
Traffic Records Section
206 S. 17th Ave, Mail Drop 064R
Phoenix, AZ 85007-3233

City of Glendale
Attn: Kent Strege
6835 N 57th Drive
Glendale, AZ 85301 (623) 930-3055
(623) 931-2103 Fax

For Financial 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: Denise Krause
6835 N 57th Drive
Glendale, AZ 85301
(623) 930-3398
(623) 931-2103 Fax

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and 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 _____
RICHARD A. BOWERS
Acting City Manager

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
PAMELA HANNA
City Clerk

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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 _____, 2015.

City Attorney