

C-10730  
03/22/2016

ADOT CAR No.: IGA/JPA 15-0005582-I  
AG Contract No.: P001 2015 000xxx  
Project: SRTS Updating Maps  
Section: Various Locations  
Federal Project No.: GLN-0(251)D  
ADOT Project No.: T002401X  
TIP/STIP No.: GLN16-408  
CFDA No.: 20.205 - Highway Planning  
and Construction  
Budget Source Item No.: N/A

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLENDALE

**THIS AGREEMENT** is entered into this date March 22, 2016, 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 by resolution, a copy of which is attached hereto and made a part hereof, 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 created by the U.S. Congress as part of a federal transportation bill called SAFETEA-LU. This is a non-infrastructure project in which the recipient has up to thirty-six (36) months to expend the funds, unless otherwise specified.
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, hereinafter referred to as the 'Project'. The Project will consist of updating the SRTS maps within City limits. The State will administer the Project. The City as a recipient of this SRTS grant must comply with Arizona State Procurement Code for the purchase of materials and/or services. 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:

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5. The federal funds will be used for the design of the Project. The estimated Project costs are as follows:

**T002401X:**

Federal-aid funds @ 94.3% (capped)	\$75,346.00
City's match @ 5.7%	\$ 4,554.00
<b>Subtotal**</b>	<b>\$79,900.00</b>
<b>TOTAL Estimated Project Cost</b>	<b>\$79,900.00</b>
<b>Total Estimated City's Funds</b>	<b>\$ 4,554.00</b>
<b>Total Federal Funds</b>	<b>\$75,346.00</b>

\* (Included in the City Estimated Funds)

\*\* (Includes ADOT PMDR Costs of \$2,000.00)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final cost is less than the initial estimate, the difference between the final cost and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final cost.

**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, if such project is approved by FHWA and project funds are available.

b. 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.

c. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for their share of the Project design costs, estimated at **\$4,554.00**. Invoice the City in increments of \$5,000.00 to cover projected PMDR costs if, during the development of the design, additional funding from the City is required. Once the costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual PMDR and design costs.

d. On behalf of the City, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the City, as appropriate. Such work may consist of, but is not specifically limited to, the preparation of environmental documents; the analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications; and cost estimates; and such other related tasks essential to the achievement of the objectives of this Agreement.

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. Upon execution of this Agreement, designate the State as the authorized agent for the City, if such project is approved by FHWA and project funds are available.

b. Upon receipt of the State's environmental review and the official SRTS Notice to Proceed, begin SRTS Program and activities.

c. Within thirty (30) days of receipt of an invoice from the State, pay the City's Project design costs, currently estimated at \$4,554.00. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

d. Review design plans, specifications, cost estimates, and other such documents, including design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

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](http://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](http://www.saferoutesdata.org) and following the instructions. Data collection will take place for one school year while maps are being redesigned and distributed to schools.

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. This Agreement shall remain in force and effect for up to thirty-six (36) months from the date of execution, including final reimbursement and submittal of final status reports. This Agreement may be cancelled at any time prior to the award of a contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement; the State shall in no way be obligated to complete 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, negligence, 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 cost of work under this Agreement is to be covered by the maximum available amount of federal funds programmed for this Project. The City acknowledges that 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 costs of the Project 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 the 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 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 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto: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 herein 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 hereto 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 hereto 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Glendale  
Attn: Sandy Adams  
6210 W Myrtle Ave Suite 112  
Glendale, AZ 85301  
(623) 930-2939  
[sadams@glendaleaz.com](mailto:sadams@glendaleaz.com)

**For Program Administration:**

Arizona Department of Transportation  
Safe Routes To School Program Coordinator  
1615 W. Jackson St. EM10  
Phoenix, AZ 85007

City of Glendale  
Attn: Sandy Adams  
6210 W Myrtle Ave Suite 112  
Glendale, AZ 85301  
(623) 930-2939  
[sadams@glendaleaz.com](mailto:sadams@glendaleaz.com)

**For Financial Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

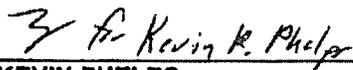
City of Glendale  
Attn: Tom Duensing  
5850 W Glendale Avenue  
Glendale, AZ 85301  
(623) 930-2480  
[tduensing@glendaleaz.com](mailto:tduensing@glendaleaz.com)

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein 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.

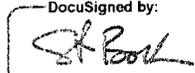
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF GLENDALE**

By   
**KEVIN PHELPS**  
City Manager

**STATE OF ARIZONA**  
Department of Transportation

DocuSigned by:  
By   
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By   
**PAMELA HANNA**  
City Clerk

IGA/JPA 15-0005582-1

**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 22 day of March, 2016.

  
City Attorney

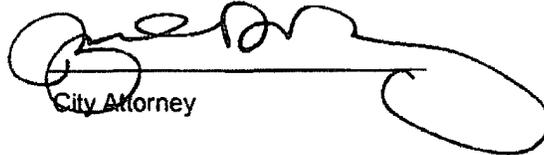
IGA/JPA 15-0005582-1

**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 22 day of March, 2016.

  
City Attorney

**For Financial Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
JPABranch@azdot.gov

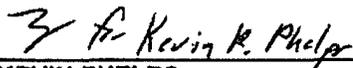
City of Glendale  
Attn: Tom Duensing  
5850 W Glendale Avenue  
Glendale, AZ 85301  
(623) 930-2480  
tduensing@glendaleaz.com

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein 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.

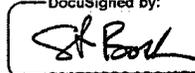
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF GLENDALE**

By   
**KEVIN PHELPS**  
City Manager

**STATE OF ARIZONA**  
Department of Transportation

DocuSigned by:  
  
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By   
**PAMELA HANNA**  
City Clerk



**MARK BRNOVICH**  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
STATE GOVERNMENT DIVISION /  
TRANSPORTATION SECTION

**DAWN NORTHUP**  
DIVISION CHIEF COUNSEL  
**SUSAN E. DAVIS**  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: SUSAN.DAVIS@AZAG.GOV

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012016000406 (ADOT IGA/JPA 15-0005582-I), an Agreement between public agencies, the State of Arizona and the City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 11, 2016

MARK BRNOVICH  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:rl:# 5018375  
Attachment



Infrastructure Delivery and Operations

Douglas A. Ducey, Governor  
John S. Halikowski, Director  
Dallas Hammit, State Engineer  
Steve Boschen, Division Director

205 S. 17<sup>th</sup> Avenue  
Phoenix, AZ 85007

April 29, 2016

**City of Glendale**

**Attn:** Tom Duensing  
5850 W. Glendale Avenue  
Glendale, AZ 85301

**RE:** ADOT CAR No.: IGA/JPA 15-0005582-I  
AG Contract No.: P0012016000406  
Project: SRTS Updating Maps  
Section: Various Locations  
**Federal Project No.:** GLN-0(251)D  
**ADOT Project No.:** T002401X  
**TIP/STIP No.:** GLN16-408  
**CFDA No.:** 20.205 - Highway Planning and Construction  
**Budget Source Item No.:** N/A

Dear Mr. Duensing:

Enclosed please find one (1) fully Executed Amendment for the JPA's listed above, between Arizona Department of Transportation and **City of Glendale**. We have kept one (1) signed original for our files as well.

Should you have any questions, please do not hesitate to contact me at (602) 712-7785.

Sincerely,

*Cindy Childers*

Cindy Childers  
Joint Project Administration  
Contract Specialist  
Enclosures (1)