

ADOT CAR No.: IGA 23-0009105-I
AG Contract No.: P0012023000649
Project Location/Name: El Mirage &
Surprise Safe Routes to School
Type of Work: Safe Routes to School
Support Program
Federal-aid No.: SRTS-ELM-O(213)D
ADOT Project No.: T0425 01X
TIP/STIP No.: ELM23-070
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF EL MIRAGE

THIS AGREEMENT is entered into this date _____, 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 EL MIRAGE, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “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 A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
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) 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 procure bicycle helmets, lights, and educational pamphlets. The City will procure supplies or services following the State procurement process or utilizing an established ADOT procurement contract. The Project cost, shown in Exhibit A, is estimated at \$9,600.00, which includes federal aid and the Local Agency’s match. The City

will be reimbursed an amount not to exceed \$ 9,053.00 for eligible costs incurred as detailed below.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.
6. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree 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. 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. After funding is authorized, send a Notice to Proceed ("NTP") letter and coordinate with the City.
 - d. Within 30 days of receipt, review, and approve invoice(s) and documentation of payment for the Project, reimburse the City for eligible costs incurred not to exceed \$9,053.00, as shown in Exhibit A. Any costs incurred prior to the date of the official SRTS NTP will not be eligible for reimbursement.
 - 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 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. After receipt of the NTP, begin SRTS Program and activities.
 - c. Make all payments directly to the vendor(s), and be responsible for all costs incurred for the Project subject to reimbursement by the State as provided herein.
 - d. Within 30 days of payment to a vendor, not less than quarterly, complete and submit an invoice on ADOT's Progress Payment Report (Exhibit B), attached and made a part of

- this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred for the Project not to exceed \$9,053.00. Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement.
- e. Communicate regularly with the ADOT Program 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 ADOT 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 the City's program's progress.
 - i. Use the funds in a timely manner. The ADOT Program Coordinator has the right to discontinue reimbursements if sufficient progress has not been made.
 - j. At Project completion, before the final reimbursement request is submitted, complete and submit the Project Close-Out Evaluation Form.
3. The Parties understand and agree;
 - a. That should the City fail to provide the submittal of evaluation data and the number of participating students on a regular basis, ADOT maintains the right to discontinue the Project award.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. 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.
4. Cancellation. This Agreement may be cancelled at any time so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and

agreed that, in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local Agency, 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 Local Agency'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 Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of the Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency 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 Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
7. Termination of Federal Funding. 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.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. 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 Local Agency 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.
10. Single Audit. The Local Agency 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 \$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

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. 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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
16. 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.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of El Mirage
Attn: Autumn Grooms, DPA
10000 N. El Mirage Rd
El Mirage, AZ 85335
623.876.2973
agrooms@elmirageaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of El Mirage
Attn: Martina Longoria, CPM
10000 N. El Mirage Rd
El Mirage, AZ 85335
623.876.2941
mlongoria@elmirageaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of El Mirage
Attn: Robert Weddigen, CPA,
MPA
10000 N. El Mirage Rd
El Mirage, AZ 85335
623.876.2954
rweddigen@elmirageaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF EL MIRAGE

By _____ Date _____
ALEXIS A. HERMOSILLO
Mayor

ATTEST:

By _____ Date _____
SHARON ANTES
City Clerk

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 El Mirage, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 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. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012023000649 (ADOT IGA 23-0009105-I), an Agreement between public agencies, the State of Arizona and the City of El Mirage, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, 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.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0425 01X

The Project costs are estimated as follows:

Procurement:

Federal-aid funds @ 94.3%	\$ 9,053.00
Local Agency's match @ 5.7%	<u>\$ 547.00</u>
Estimated TOTAL Project Cost	\$ 9,600.00

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT**

Report No.			IGA	23-0009105		
ADOT PO #			PROGRESS			
Item No.			FINAL			
Federal-aid No.	SRTS-ELM-O(213)D					
ADOT Project No.	T0425 01X					
Name of Project	El Mirage & Surprise Safe Routes to School					
Name of Vendor	City of El Mirage					
REMIT PAYMENT TO:	10000 N. El Mirage Rd El Mirage, AZ 85335					
Date Started :	Estimated Completion Date:	% Billed	% Complete			
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED						
Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER IGA 23-0009105-I See Attached					\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Submitted By: _____				Date: _____	Total to Date	\$0.00
Approved By: _____				Date: _____	Total Previous Report	\$0.00
					Current Report	\$0.00