

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: FC
Amend No. 810

Date prepared: October 8, 2008

Council Meeting Date: November 18, 2008

TO: Carl Swenson, City Manager

THROUGH: Susan Daluddung, Deputy City Manager *SD*

FROM: Andrew Grangel, PE, City Engineer *AG*

THROUGH: Dan Nissen, PE, Assistant City Engineer
Jamal Rahimi, PE, City Traffic Engineer *JR*

PREPARED BY: Brandon Forrey, Transportation Planning Engineer *BF*

SUBJECT: Adoption of the Resolution approving an Intergovernmental Agreement between the State of Arizona and the City of Peoria, to jointly participate in the Safe Routes to School Program (AG Contract No. P001 2008 04407, ADOT TPD File: JPA 09-004M, Project/TRACS No.: PSRTS 19P, Section: Safe Routes to School [SRTS], Description: Education Program for Students, Faculty and Public)

RECOMMENDATION:

Discussion and possible action to adopt Resolution 08-___, approving the Intergovernmental Agreement (IGA) with the State of Arizona (ADOT), and authorize the Mayor to execute the IGA between ADOT and the City of Peoria (City) to jointly participate in the Safe Route Schools (SRTS) Program, using SRTS funds in the amount of \$15,000.

SUMMARY:

The SRTS Program encourages students to walk and bike to school by earning tickets, which are entered into weekly, monthly and grand prize drawings for physical fitness-oriented prizes and rewards.

The SRTS Program was first implemented at three pilot schools in the Peoria Unified School District during the 2007-2008 school year. In the second year of the program (2008-2009), two additional schools in the Deer Valley Unified School District will be added, for a total of five schools. A Grant for the SRTS Program will be used for walk and bike to school programs.

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # 08-148
LCON# 19708 LIC. # _____
Action Date: _____

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The City shall be fully responsible to administer the program through completion, submit quarterly project status reports to ADOT, comply with all applicable local, State and Federal requirements and expend all funds within twenty-four (24) months after the effective date of the Agreement.

The State will reimburse the City after receipt and approval of monthly progress payment invoices for program expenditures, in an amount not to exceed fifteen thousand dollars (\$15,000).

FISCAL NOTE:

Expenditure authority for this Grant was approved by Mayor and Council through the FY09 budget process. Payment will be made from Streets Fund City Participation in Outside Programs Account 7000-7043-522006. As qualifying expenditures are made, the City will request reimbursement per the terms of the IGA.

ATTACHMENT:

Resolution 08-148
IGA

RESOLUTION NO. 08-148

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF PEORIA, ARIZONA, APPROVING THE
INTERGOVERNMENTAL AGREEMENT WITH THE STATE
OF ARIZONA FOR JOINT PARTICIPATION IN THE SAFE
ROUTES TO SCHOOL PROGRAM

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 11, Chapter 7, Section 11-951 et seq. to enter into an Intergovernmental Agreement with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City of Peoria desires to enter into an Intergovernmental Agreement with the State of Arizona to jointly participate in the Safe Routes to School Program; and

WHEREAS, the City of Peoria is willing to pay for the costs associated with the implementation of the Safe Routes to School Program in two schools in the Deer Valley Unified School District; and

WHEREAS, the City of Peoria entering into the Intergovernmental Agreement with the State of Arizona will serve the public interest.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peoria, Arizona approves and authorizes the City Manager to enter into an Intergovernmental Agreement with the State of Arizona for the Safe Routes to School Program.

Resolution No. 08-148
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PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, this 18th day of November, 2008.

City of Peoria, an Arizona municipal
corporation

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

AG Contract No. **P001-2008-004407**
ADOT TPD File: **JPA 09-004M**
Project/TRACS: **PSRTS 19P**
Section: Safe Routes to School (SRTS)
Description: Education Program for Students
Faculty and Public.

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PEORIA

THIS AGREEMENT is entered into _____, 2008, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, an Arizona Municipal corporation acting by and through its CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties", and the individually as State, City and "Party".

I. RECITALS

1. The State is authorized by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned the authority to enter into this Agreement.
2. The City is authorized by Arizona Revised Statutes Section 9-276 and 11-951 et seq. and Article 1, Section 3(15) of the Peoria City Charter to enter into this Agreement and has authorized the undersigned to execute such on behalf of the City.
3. Federal funds have been authorized in the amount of fifteen thousand dollars (\$15,000). The Arizona Department of Transportation ("ADOT") has recommended the approval of such funds to be expended pursuant to the tasks proposed in the City's approved application (the "Project"), and the State Transportation Board has approved the Project.

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

II. SCOPE OF WORK

1. The City shall:

- a. The City will be fully responsible for administration of the Project through completion.
- b. Invoice the State on a quarterly basis along with quarterly project status reports. Provide the quarterly program evaluation data with the invoice. Reimbursement for Safe Routes to School (SRTS) funds shall be address to Arizona Department of Transportation, ATTN: SRTS Program Coordinator, 206 S. 17th Ave., MD310B, Phoenix, AZ 85007, in an amount not to exceed fifteen thousand dollars (\$15,000).
- c. Reimbursements shall be requested utilizing Exhibit A, attached hereto and made part thereof. Expenditures to be reimbursed by ADOT must be supported by invoices, receipts, or other suitable and appropriate documentation. A final accounting report must be submitted no later than thirty (30) days after SRTS funds are fully expended.
- d. Provide the State a copy of any executed Project contract(s).
- e. Expend the State SRTS funds no later than twenty four (24) months after the effective date of this Agreement.
- f. Comply with all applicable State, Federal and local requirements. The City will comply with all applicable provisions of Titles 23 (FHWA) and 49 (United States DOT) and other applicable Codes of Federal Regulations (C.F.R.'s). All procurements will be completed in accordance with Exhibit B, attached hereto, and made part thereof. (See "Miscellaneous Provisions", Section 11 for procurement contact information.)

2. The State will:

- a. Within thirty (30) days after receipt and approval of the SRTS contract(s) and subsequent monthly progress payment invoices, reimburse the City for work completed on the Project in an amount not to exceed fifteen thousand dollars (\$15,000).
- b. Will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS) for the City and after ensuring that it is in order, will process Environmental Clearance (attached).

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this Agreement. The City assumes full responsibility for cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid. Any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City. The City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City, or any of its agents, officers and employees, or any of its independent entities. 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 or attorneys' fees.

2. The total amount of SRTS funds expended under this Agreement shall not exceed the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the amount, or for any other reason should any of these SRTS funds not be expended, the amount of the funds provided under this Agreement shall be proportionately reduced.
3. This Agreement shall remain in force and effect for twenty four (24) months from the date of execution, to also include final reimbursement and submittal of final status reports; provided, however, that this Agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a contract, upon thirty (30) days written notice to the other party. Further, this Agreement may be terminated and the SRTS grant cancelled by the State if the City, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this Agreement.
4. This Agreement shall become effective upon filing with the Secretary of State.
5. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.
6. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5-year records retention and audit by the State are applicable to this contract.
7. 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 in Arizona Revised Statutes Section 12-1518.
8. In accordance with Arizona Revised Statutes Section 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.
9. **Non-Availability of Funds.** Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by 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 or for any damages as a result of termination under this paragraph.
10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, USC. 12101-12213) and all applicable federal regulations under the ACT, including 28 CFT Parts 34 and 36. (Non-Discrimination. The City shall comply with Executive Order 2003-22, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The City shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

11. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues

Arizona Department of Transportation
Mary Ann Roder, Manager
Transportation Planning Division Admin
206 South 17th Ave., Mail Drop 310B
Phoenix, AZ 85007
PHONE: 602-712-4848
FAX: 602-712-3046
mröder@azdot.gov

City of Peoria
Traffic Engineering Division
Brandon Forrey
8401 West. Monroe St., Suite 290
Peoria, AZ 85345
Phone: 623-773-7201
FAX: 623-773-7248
brandon.forrey@peoriaaz.gov

For Project Issues

Arizona Department of Transportation
Brian Fellows, Project Manager
Planning Division
206 South 17th Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-8010
FAX 602-712-3046
bfellows@azdot.gov

City of Peoria
Traffic Engineering Division
Brandon Forrey
8401 West. Monroe St., Suite 290
Peoria, AZ 85345
Phone: 623-773-7201
FAX: 623-773-7248
brandon.forrey@peoriaaz.gov

For Procurement Assistance

Arizona Department of Transportation
Terri Johnson
ADOT Procurement
1739 W. Jackson, Suite A, Mail Drop 100P
Phoenix, AZ 85007
Phone: 602-712-7211
FAX 602-712-8647
tjohnson@azdot.gov

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

CITY OF PEORIA

STATE OF ARIZONA
Department of Transportation

By _____
BOB BARRETT, Mayor

By _____
RAKESH TRIPATHI, Division Director
Multimodal Planning Division

ATTEST

MARY JO KIEF, City Clerk

LCON19708

APPROVAL OF THE CITY OF PEORIA

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, and the CITY OF PEORIA and declare this agreement to be in proper form and within the powers and authority granted to the CITY OF PEORIA 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 _____ 2008.

Attorney for the CITY OF PEORIA