



City Council Report

Date: November 9th, 2015
To: City Council
Through: Kari Kent, Deputy City Manager
From: Lenny L. Hulme, Transportation Director
Erik Guderian, Deputy Transportation Director
Maria Angelica Deeb, Transportation Projects Coordinator
Subject: Agreement with Maricopa County Department of Transportation (MCDOT) for Entente Program
Citywide

Strategic Initiatives



Purpose and Recommendation

The purpose of this report is to request approval to enter into the “Entente Program” agreement between the City and Maricopa County Department of Transportation (MCDOT), which would allow cooperative exchange of goods and services related to routine or emergency highway/roadway maintenance.

Staff recommends that Council authorize the Transportation Department to enter this agreement with MCDOT and implement the “Entente Program”.

Background

The City has a shared border with the County along large sections of the City’s transportation system. In many locations, the City and County have infrastructure or hardware in each other’s jurisdiction, and some maintenance operations require crews to work within each other’s jurisdiction. Historically, to be able to do routine work would require separate agreements for each instance and location, which can be time-consuming and arduous. Both the City and the County would potentially save time and money by having a standing agreement for cooperative response already in place.

Discussion

Within the framework of this agreement, the City would enter into Letters of Agreement (LOAs) with MCDOT to share or exchange goods or services to perform

routine or emergency highway/roadway maintenance services. The City and MCDOT would enter into a separate LOA for each project. Each LOA would describe the routine or emergency highway/roadway maintenance to be performed and the goods or services to be exchanged. If applicable, the LOA will also state the amount of reimbursement owed to the other party if the goods and services exchanged between the parties are not of equal value. The total net aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$200,000 per fiscal year.

Payment for work performed under an LOA by either MCDOT or the City shall be invoiced to the owed party, who shall remit payment within 30 calendar days from receipt of the invoice.

If approved, the Agreement would remain in effect for five (5) years.

Alternatives

The alternative is to not enter into this Agreement, nor have a convenient method for sharing goods and services for routine and emergency highway/roadway maintenance projects. The City would potentially spend more money and staff time while engaging in these activities.

Fiscal Impact

The City of Mesa and MCDOT anticipate exchanging goods and services of equal value. However, if there is an imbalance, the agency that incurs the additional expenses will invoice the other, not to exceed \$200,000 per fiscal year. These expenses, if owed by the City of Mesa, will be covered from Transportation's operating budget.

Coordination

The terms of this Agreement have been reviewed by the Transportation Department and City Attorney staff.