

ADOT CAR No.: IGA /JPA 18-0006912-I
AG Contract No.: P001 00xxxx
Project Location/Name: Loop 101
Mobility Project
Type of Work: Integrated Corridor
Management
Federal-aid No.:
ADOT Project No.: M6966 01X
TIP/STIP No.:
**CFDA No.: 20.205 - Highway Planning
and Construction**

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

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 MESA, 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 and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State has entered into a Cooperative Agreement with the Federal Highway Administration, United States Department of Transportation (“FHWA”) in response to the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) initiative to develop a model deployment site for large scale installation and operation of advanced transportation technologies project along State Route 101L (Loop 101) (MP 1.2 to MP 62.2), a 61-mile loop freeway corridor, hereinafter referred to as the “Loop 101 Mobility Project”. As part of the ATCMTD initiative, ADOT is the direct recipient of a \$6 million grant which is to be used toward the Loop 101 Mobility Project.
4. The Loop 101 Mobility Project will allow for the design and integration of the following technologies into the ADOT system to address safety, improve mobility, and reduce congestion on L 101:
 - Decision Support Systems (DSS)

- Adaptive ramp metering technology
- Adaptive signal control technology
- Integrated traveler mobility application suite
- Connected vehicle technology (at select interchanges) for transit and incident response vehicles and roadside development

The Loop 101 Mobility Project will also allow for the implementation of a DSS and provide Integrated Corridor Management (ICM) operations that will help identify and execute arterial detour routes that optimize the use of existing capacity based on real-time data and predicted congestion levels. The DSS will be accompanied signal coordination to optimize signal timing and manage traffic flow on arterials. An ICM mobile application suite will inform travelers of available detour routes and the comparative travel times between freeway, arterial, and transit to support traveler decision making. Connected vehicle technologies will be deployed on L101 at select locations to provide intelligent traffic signal priority to emergency/incident response and transit vehicles.

5. In an effort to advance the Loop 101 corridor, the Loop 101 Mobility Partnership (the "Partnership") was formed and has agreed to support the Loop 101 Mobility Project. The Partnership is formalized with a charter and includes the following agencies: ADOT, Maricopa Department of Transportation (MCDOT), Maricopa Association of Government (MAG), Valley Metro (transit & light rail), City of Chandler, City of Glendale, City of Mesa, City of Peoria, City of Phoenix, City of Scottsdale, and City of Tempe. The members of the Partnership agree to design, construct, maintain, and integrate individual in-kind projects, as applicable.
6. As part of the Loop 101 Mobility Project the City wishes to contribute \$5,000.00 for 100 hours towards the Project. The hours will be used preparing alternate timing for the diversion route. This Project is not federal-aid funded and has been identified as in-kind match for the Loop 101 Mobility Project.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Administer the Loop 101 Mobility Project and all corresponding contracts, ensuring compliance with Arizona Procurement Code, State laws, regulations, and standards, and federal requirements. ADOT will report Loop 101 Mobility Project progress to FHWA on a quarterly basis and prepare all documentation for future FHWA audits.
 - b. Review the Project and staff time for eligibility and compliance with regional ITS architecture and systems engineering analysis per 23 CFR Part 940.
 - c. Collect and review quarterly Project status reports and financial status reports and all back-up documentation to ensure matching requirements per 2 CFR Part 200.

2. The City will:

- a. As part of the Loop 101 Mobility Partnership, agree to be involved in the planning, implementation and operations of the new technologies and systems within its jurisdiction, including but not limited to adaptive signal control technology; collaborate with partners for coordinated operations strategies; commit funds to design, build, operate and maintain relevant devices and facilities for the L101 Mobility Project within the jurisdiction; support outreach and education efforts within its agency and jurisdiction to promote awareness of the innovative technologies and systems deployed with the L101 Mobility Project; be responsible for the arterial signal coordination system within its jurisdiction; make in-kind contributions of \$39,552.00 for Staff Time associated with the Loop 101 Mobility Partnership commitments.
- b. Design, construct, operate, and maintain the non-federal-aid funded Project that has been identified as in-kind match for the Loop 101 Mobility Project.
- c. Ensure compliance with regional ITS architecture and systems engineering analysis per 23 CFR Part 940.
- d. Submit quarterly Project and Staff Time status reports to the State using the "Financial Status Report", Attachment A to this Agreement. The reports will include all supporting documentation, including but not limited to: project staff time, scope, budget, timeline, and expenditures.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Project will only occur with the mutual written consent of both Parties
3. 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. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, 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 City, 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 City'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 City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. 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. In accordance with 49 C.F.R. § 32.400, the Parties will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
9. The Parties agree to comply with the Financial Assistance Policy to Ban Text Messaging While Driving:
 - a) Definitions: As used in this clause:
 - "Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
 - "Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
 - b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.
 - c) The Parties should-
 - i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned

vehicles when on official Government business or when performing any work for or on behalf of the Government.

- d) Conduct initiatives in a manner commensurate with the size of the business, such as:
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.Sub-agreements/sub-contracts. The Parties shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.
10. 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.
11. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. The City 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
13. This Agreement shall be governed by and construed in accordance with Arizona laws.
14. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
15. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
16. 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 in this Agreement by reference regarding "Non-Discrimination".
17. 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.

18. 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 Arizona Revised Statutes § 12-1518.
19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
20. The Parties shall ensure that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
22. 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 Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Mesa
Attn: Maria Angelica Deeb
300 E. Sixth St
PO Box 1466
Mesa, AZ 85211
480.644.2845
MariaAngelica.Deeb@mesaaz.gov

For Project Administration:

Arizona Department of Transportation
Attn: Susan Anderson
1615 W. Jackson St, Mail Drop 065R
Phoenix, AZ 85007
602.712.6910

City of Mesa
Attn: Melody Zyburt
Mesa City Plaza
20 E. Main St
Mesa, AZ 85201
480.644.5574
Melody.zyburt@mesaaz.gov

For Financial Administration:

Arizona Department of Transportation
Attn: Susan Anderson
1615 W. Jackson St, Mail Drop 065R
Phoenix, AZ 85007
602.712.6910

City of Mesa
Attn: Maria Angelica Deeb
300 E. Sixth St
PO Box 1466
Mesa, AZ 85211
480.644.2845
MariaAngelica.Deeb@mesaaz.gov

23. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement 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.

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

CITY OF MESA

STATE OF ARIZONA

Department of Transportation

By _____
JOHN GILES
Mayor

By _____
BRENT CAIN, P.E.
Division Director

ATTEST:

By _____
City Clerk

IGA/JPA 18-0006912-I

ATTORNEY APPROVAL FORM FOR THE CITY OF MESA

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 MESA, 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 _____, 2018.

City Attorney