



CITY OF SOUTH TUCSON RESOLUTION NO. 12-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH TUCSON, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT [“IGA”] BETWEEN THE CITY OF SOUTH TUCSON, ARIZONA, [“CITY”] AND THE STATE OF ARIZONA [“STATE”] ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION [“ADOT”] FOR THE IMPLEMENTATION OF THE SAFE ROUTES TO SCHOOL “WALKING SCHOOL BUS (WSB) KICK-START” PROGRAM [“SRTS”] GRANT AND AUTHORIZING THE MAYOR TO EXECUTE SAID IGA, AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the CITY and the STATE may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. ' 28-401, 48-572.; and

1. **WHEREAS**, the Safe Routes to School Program (“SRTS”) was created by the U.S. Congress as part of a federal transportation bill called SAFETEA-LU. The Arizona SRTS Program has created “Walking School Bus (WSB) Kick-Start”. Its goal is to increase – and sustain – WSB efforts throughout Arizona by providing modest, short-term financial incentives to schools, school districts, and other eligible applicants. This is a one-school-year non-infrastructure project in which the recipient has twelve (12) months to expend the funds, unless otherwise specified; and

2. **WHEREAS**, 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 implementing a Walking School Bus (WSB) pilot program at two elementary schools. The CITY in partnership with the elementary schools will hire a part-time WSB coordinator and give a small stipend to six (6) volunteer bus leaders. The volunteers will walk with students to the school along designated routes throughout the school walking zone. The coordinator and volunteers will assist with related WSB activities and special events. The

Project has been submitted to the State and Federal Highway Administration (FHWA) for their approval; and

WHEREAS, the CITY will receive up to \$16,800 in cost reimbursement from the STATE for the "Walking School Bus (WSB) Kick-Start" program, pursuant to this IGA; and

WHEREAS, the CITY and the STATE desire to have this item presented to the South Tucson Mayor and City Council at its next regular meeting to approve and authorize the IGA on September 10, 2012; and

WHEREAS, the CITY hereby finds and determines that it is in the best interest of the residents of the City of South Tucson to enter into this AIGA@; and

WHEREAS, it is mutually beneficial to each of the parties hereto for the STATE to administer and execute the provisions of the Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinance and State and Federal law; and

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that the City formally approves and authorizes the IGA and authorizes execution by empowering the Mayor of the City of South Tucson to execute said IGA.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of South Tucson, Arizona, and this Resolution and the IGA shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of South Tucson, Arizona, this 10th day of September, 2012.

CITY OF SOUTH TUCSON
A Body Politic & Corporation



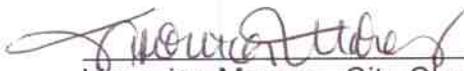
Jennifer Eckstrom, Mayor

APPROVED AS TO FORM:



Patrick Alan Moran, City Attorney

ATTEST:



Veronica Moreno, City Clerk

ADOT File No.: IGA/JPA 12-1111
AG Contract No.: P001 2012 000xxx
Project: SRTS - KICK START
Section: South Tucson
Federal Project No.:
ADOT Project No.: M509501X
TIP/STIP No.: FY 11-14 STIP Page 20
Budget Source Item No.: 79413

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SOUTH TUCSON

THIS AGREEMENT is entered into this date 10th of September, 2012, 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 SOUTH TUCSON, 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. The Arizona SRTS Program has created "Walking School Bus (WSB) Kick-Start". Its goal is to increase – and sustain – WSB efforts throughout Arizona by providing modest, short-term financial incentives to schools, school districts, and other eligible applicants. This is a one-school-year non-infrastructure project in which the recipient has TWELVE (12) months to expend the funds, unless otherwise specified.
4. It has been determined that the City has submitted a WSB funding application, meets the criteria and is eligible for funding under the SRTS program.
5. 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 implementing a Walking School Bus (WSB) pilot program at two elementary schools. The City in partnership with the elementary schools will hire a part-time WSB coordinator and give a small stipend to six (6) volunteer bus leaders. The volunteers will walk with students to the school along designated routes throughout the school walking zone. The coordinator and volunteers will assist with related WSB activities and special events. 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:

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect for one school year from the date of execution, to also include final reimbursement and submittal of final status reports, provided however, that this Agreement, except any provision 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. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if 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.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the City for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the (FHWA).

5. The City and State 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.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. 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".

10. 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.

11. 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.

ATTORNEY APPROVAL FORM FOR THE CITY OF SOUTH TUCSON

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 SOUTH TUCSON, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 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 10th day of September, 2012.



Patrick A. Moran
City Attorney