

**CITY CLERK
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**C-7909-1
04/23/2013**

ADOT File No IGA/JPA 10-142 I
ADOT CAR File No
Amendment One
AG Contract No P001-2012-00236
Project US60, Grand Avenue
Section SR101L to McDowell Road
COG/MPO TIP Item No.: DOT10-6C29
ADOT Project No.: H7328 01C / MAINTAGR
Budget Source: 40310 / H7328 01C / City Funds
C-7909 01/24/2012

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date September 5, 2013, Amendment One to IGA/JPA File No 10-142 I, A G Contract No P001-2012-00236, 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") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City") The City and the State 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 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

The State and the City have previously entered into an Intergovernmental Agreement (IGA), IGA/JPA File No 10-142 I, dated February 16, 2012, hereinafter referred to as the "Agreement", attached hereto and made a part hereof, regarding the ongoing improvements along as US 60, Grand Avenue, 71st Avenue to McDowell Rd 060 MA 152 H7328 01C, hereafter referred to as the "Project"

THE PURPOSE OF THIS AMENDMENT is to outline the maintenance responsibilities relative to the access control features (screen walls) along US 60, Grand Avenue within the Project's limits of 71st Avenue to 43rd Avenue, within the City, and the change in responsibilities relative to the operation, maintenance and electric power for the traffic signal located at US 60, Grand Avenue and 57th Drive

THEREFORE, in consideration of the mutual agreements expressed herein, Amendment One is amended as follows:

II. SCOPE OF WORK

Article II, Paragraph 1 u is revised to read as follows:

1 The State will

u Be responsible for maintaining **the** structural integrity of the access control features (walls, fire emergency access gates, bollards, etc) within **the** State's rights of way **along US 60, Grand Avenue within the Project limits of 71st Avenue to 43rd Avenue within the City** Be responsible for painting and graffiti control on the access control features facing **US 60, Grand Avenue** **The State will not be responsible for maintaining access control features outside the State's rights-of-way along US 60, Grand Avenue within the Project limits of 71st Avenue to 43rd Avenue.**

Article II, Paragraph 1 x is added to read as follows:

x Be responsible for the operation and maintenance of the traffic signal and associated electrical equipment located at US 60, Grand Avenue and 57th Drive Associated electrical equipment includes all other electrical materials, components and/or other equipment necessary for the operation and maintenance of the electrical facilities described herein, such as light fixtures, poles, conduit, conductors, pull boxes, controllers and cabinets

Article II, Paragraph 2 dd, ee, are added to read as follows:

2 The City will

dd Cause or be responsible for maintaining the structural integrity of the access control features (walls, fire emergency access gates, bollards, etc), including painting and graffiti control of both sides of US 60, Grand Avenue, within the Project limits of 71st Avenue to 43rd Avenue, outside State's rights-of-way

ee Be responsible for all electrical energy costs to operate the traffic signal and associated electrical equipment located at US 60, Grand Avenue and 57th Drive In addition, be responsible for the monthly telephone charges for the interconnected circuits, when utilized

III. MISCELLANEOUS PROVISIONS

Article III. Paragraph 1, 14, and 15 are updated for this Amendment as follows:

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

14 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

Arizona Department of Transportation
Joint Project Administration
205 S 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007-3212
Fax 602-712-3132

City of Glendale
City Manager's Office
5850 West Glendale Avenue
Glendale, AZ 85301
Fax (623) 847-1399

For Maintenance Permit – Contact

Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S 22nd Avenue, Mail Drop PM00
Phoenix, Arizona 85017

City Finance - Contact

City of Glendale
Transportation Department
5800 West Glenn Drive
Glendale, AZ 85301
Fax (623) 915-1029

For Finance Contract Receivable

Arizona Department of Transportation
Attn Accounts Receivable
206 S 17th Avenue, MD 204B
Phoenix, AZ 85007

15 In accordance with Arizona Revised Statutes § 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

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect

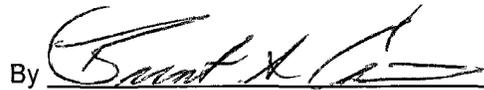
IN WITNESS WHEREOF, the Parties have executed this Amended Agreement the day and year first above written

CITY OF GLENDALE

By 
RICHARD A BOWERS
Acting City Manager

STATE OF ARIZONA

Department of Transportation

By 
BRENT CAIN, P E
Deputy State Engineer, Urban Operations

ATTEST

By 
PAMELA HANNA
City Clerk

JPA 10-142 I

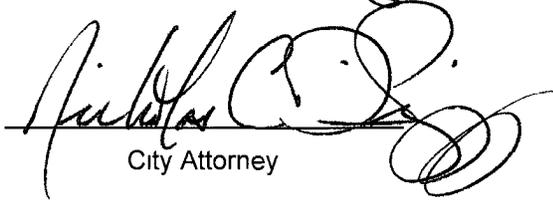
AMENDMENT ONE

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

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 GLENDALE, 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 24 day of April, 2013



City Attorney



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY
GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012012000236 (IGA/JPA 10-142-I), Amendment No. One, an Agreement between public agencies, i.e., The State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, 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.

DATED: September 5, 2013

THOMAS C. HORNE
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl # 3532741
Attachment