

CITY CLERK ORIGINAL

ADOT File No : IGA/JPA 12-014I
AG Contract No : P001 2012 001790
Project: HAWK Maintenance Agreement
Section Westbound Loop 101 - 63rd Ave
TRACS No.: MAINTAGR
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

C-8165
09/11/2012

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date September 26, 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") and the CITY OF GLENDALE, 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 on behalf of the City
3. The purpose of this Agreement is to identify the City's maintenance responsibilities for the HAWK (High Intensity Activated CrossWalk), the striping modifications and the traffic control devices associated with the pedestrian crossing on the westbound Loop 101 frontage road in the vicinity of 63rd Avenue, hereinafter referred to as the "Project"

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

II. SCOPE OF WORK

1 The State will

a Grant or confirm per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual citywide Blanket Permit on file for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree that any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures

b Be responsible for the maintenance of the pavement of the frontage road within the Project limits, should any HAWK equipment be removed or disturbed in performing these maintenance activities, the State will be responsible for replacing said equipment

2. The City will:

a. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree that any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

b Be responsible for maintaining all equipment associated with the HAWK and providing for the electrical costs required to operate the HAWK, at City expense

c. Maintain striping modifications and the traffic control devices associated with the pedestrian crossing, including but not limited to RPM's, Dagmars and flexible tubes as illustrated in the Project Plans.

III. MISCELLANEOUS PROVISIONS

1 The terms, conditions and provisions of this Agreement shall remain in full force and effect for the ongoing operations and maintenance provided by the State and the City as they relate to this Agreement. In the event of a conflict between this Agreement and any previous agreement between the parties relating to the same subject matter as this agreement, the terms of this Agreement shall control

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 the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

4 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

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

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

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

8 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"

9 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

10 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

11 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
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Transportation Services Director
Attn Jamsheed Mehta
5800 W Glenn Drive, Suite 315
Glendale, Arizona 85301
(623) 930-2925
(623) 915-1029 Fax

12 The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401

13 Pursuant to Arizona Revised Statutes § 35-391 06 and § 35-393 06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement

14 The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended

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 and 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 GLENDALE

By 
ELAINE M. SCRUGGS
Mayor

STATE OF ARIZONA

Department of Transportation

By 
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST

By 
PAMELA HANNA
City Clerk

JPA 12-014I

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 13 day of September, 2012



City Attorney

RESOLUTION NO. 4612 NEW SERIES

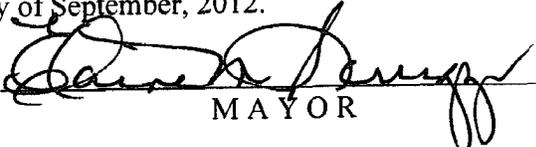
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE HAWK (HIGH INTENSITY ACTIVATED CROSSWALK), THE STRIPING MODIFICATIONS AND THE TRAFFIC CONTROL DEVICES ASSOCIATED WITH THE PEDESTRIAN CROSSING ON THE WESTBOUND LOOP 101 FRONTAGE ROAD IN THE VICINITY OF 63RD AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the HAWK (High Intensity Activated Crosswalk), the striping modifications and the traffic control devices associated with the pedestrian crossing on the westbound Loop 101 Frontage Road in the vicinity of 63rd Avenue (IGA/JPA 12-0141) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

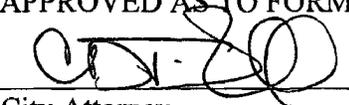
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of September, 2012.


MAYOR

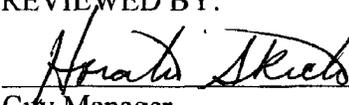
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager



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. P0012012001790 (IGA/JPA 12-014-I), 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 26, 2012

THOMAS C. HORNE
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED In #2879316
Attachment