State Project I-17-1-508
Peoria Avenue T.I.
City Project P- 74240.00

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

AGREEMENT NO. 32224

THIS AGREEMENT, entered into this _____ day of _____, 1979, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PHOENIX, hereinafter called "CITY", and

WHEREAS, CITY is in the process of improving Peoria Avenue between I-17 and 35th Avenue; and

WHEREAS, STATE desires to join with CITY in improving that portion within the traffic interchange at Peoria Avenue and I-17; and

WHEREAS, STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has given his authorization to enter into this Agreement on behalf of the STATE by that certain resolution attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CITY is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by the formal action attached hereto and incorporated herein as Exhibit "B" authorized the City Manager to enter into this Agreement on behalf of said CITY; and

NOW, THEREFORE, in consideration of the mutual convenants hereinafter to be kept by all parties, it is mutually agreed as follows:

CITY SHALL:

1. Design and have constructed the improvements to Peoria Avenue in accordance with CITY standards.

2. Prior to award of contract, submit plans to STATE for review and acceptance, along with an estimate of cost of construction.

3. Pay for all improvements, except those listed under "STATE shall" below, from monies CITY receives from Highway User's Tax Fund.

STATE shall:

1. Review and approve plans prior to construction.

2. Periodically inspect the improvements during construction and give final approval before payment.

3. Upon completion of design, pay CITY $2,800 in one payment, in monies received from STATE'S share of Highway User's Tax Fund, for survey and design plans of improvements listed in 10 below.

4. Upon completion of construction, pay CITY approximately $52,000 in monies received from STATE'S share of Highway User's Tax Fund. Said payment based on actual bid cost of construction.

5. Design the modification to the signal system at Peoria Avenue and I-17 intersection and furnish plans to CITY for modification to foundations, conduit, and junction boxes which items are to be included in CITY construction contract.

6. Furnish and install signal poles, signal heads, pedestrian signal poles and heads, underground wiring and loop detectors and all other incidentals to the signal system.

7. Design overhead sign structure and sign structure foundation, junction boxes and conduit and furnish plans to the CITY for these items to be bid in the CITY contract.

8. Furnish underground wiring for sign structure and all other incidentals to the sign structure.

9. Fabricate and install required signs, including signs on the overhead sign structure.

10. Improvements for which STATE shall pay, and upon which the above is made, are as follows:

    a. Removal and reconstruction of the median "propeller" island beneath I-17 to increase left turn storage capacity.

    b. Modification of the median on Eastbound approach to I-17 for increased left turn storage capacity.

    c. One additional right turn lane on the Eastbound approach to I-17 from 27th Drive to the Southbound on-ramp to I-17.

    d. Modification of traffic signals.

e. Signs and sign structure and all incidentals to these items.

STATE agrees to save and hold harmless CITY, any of its departments, agencies, officers or employees for any sums which CITY, any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of STATE, it employees or agents.

CITY agrees to save and hold harmless STATE, any of its departments, agencies, officers or employees for any sums which STATE, any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of CITY, it employees or agents.

This Agreement shall remain in force and effect until the work herein agreed to has been completed in accordance with the terms of the Agreement or until earlier terminated by either STATE or CITY upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations set out by this Agreement. In the event of such termination, a determination shall be made by both parties hereto as to the benefits and liabilities each shall derive from the construction done as of the date of termination and a pro rata payment made by each party reasonably commensurate with such benefits and liabilities.

This Agreement shall be filed with the Secretary of State and shall become effective on the filing date.

Attached to the Agreement and incorporated herein by reference is Exhibit "C" which is a copy of the written determination of the appropriate attorney that CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

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

CITY OF PHOENIX
MARVIN A. ANDREWS, City Manager

BY: Harold M. Hall

Title: Street Transportation Administrator

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

Frank A. Bosh

For: W. A. ORDWAY

ATTEST:

Robert McVanegas

TING CITY CLERK

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the 26th day of July, 19 79, before me, Beverly W. Griffith, the undersigned Notary Public, personally appeared ~~W. A. Ordway~~ FRANK A. BOSH, Deputy, Director, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires:
My Commission Expires [illegible] 7, 1979

Beverly W. Griffith
NOTARY PUBLIC

CDG:db
5-16-79

PROJECT NO. P-74240.00

Approved as to form and within the power and authorities granted to the City of Phoenix, under the laws of the State of Arizona.

ACTING
City Attorney

EXHIBIT "C"

State Project I-17-1-508
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RESOLUTION

BE IT RESOLVED on this 16th day of April, 1979, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that pursuant to Arizona Revised Statute 28-108, it is in the best interest of the State of Arizona, acting by and through the Highways Division of the Department of Transportation, to enter into an Intergovernmental Agreement with the City of Phoenix for the improvement of Peoria Avenue within the limits of the interchange at I-17 which will increase the left turn storage capacity and add additional right turn lanes on Eastbound Peoria Avenue.

Therefore, authorization is hereby given to draft said Agreement, which, upon completion, shall be submitted for approval and execution.

W. A. Ordway

W. A. ORDWAY, Director
Arizona Department of Transportation

EXHIBIT "A"