A. G. Contract No.KR900846TRD
ECS File: JPA-90-51
Project: Economic Strength Funds
Section: Chandler

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

THIS AGREEMENT is entered into 20 AUGUST, 1990, pursuant to Arizona Revised Statutes, Sections 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 CHANDLER, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-1895.03 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 delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article 1, Section 1.03 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. In accordance with Arizona Revised Statutes 48-1513 and 28-1895 et seq, the City has requested Economic Strength Project (ESP) funds; the Arizona Department of Commerce and the Economic Development Commission have recommended the approval of such funds for the City, and the Transportation Board has approved the funding, to construct improvements to Arrowhead Drive, in support of the expansion of the Motorola, Inc. factory in the City, hereinafter referred to as the Project, in the amount of $40,500.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 15067
FILED WITH SECRETARY OF STATE
Date Filed 8/20/90
Secretary of State
By Virginia V. Greenwood

II. SCOPE

1. The City will:

a. Obtain a commitment from Motorola, Inc. to expand it's factory in the City. Provide the State a written agreement or letter of intent evidencing the commitment of the facility to expand in the City.

b. Call for bids and award one or more construction contracts for appurtenant roadways in support of the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation. Provide the State a copy of the executed contract(s). Provide maintenance to the Project upon completion and acceptance.

c. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of $40,500.

d. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended, or upon completion of the Project, whichever is sooner. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) one year after completion of the Project a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of $40,500.

III. MISCELLANEOUS PROVISIONS

1. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

3. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. 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 Section 12-1518 (B) and (C).

8. 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
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

City of Chandler
City Manager
25 S. Arizona Place #301
Chandler, AZ 85225

9. Attached hereto and incorporated herein is a copy of 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 CHANDLER

By Coy Payne
Mayor
Title

STATE OF ARIZONA
Department of Transportation

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

Attest:

Caralyn Dunn
City Clerk

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RESOLUTION

BE IT RESOLVED on this 9th day of April 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Chandler, for the purpose of defining responsibilities for the administration of Economic Strength Project pass through funds in the amount of $40,500.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Transportation Planning Division Director.

Charles L. Miller

CHARLES L. MILLER, Director
Arizona Department of
Transportation

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CITY OF CHANDLER
Office of the City Clerk

C E R T I F I C A T I O N

I, Carolyn Dunn, the duly appointed and acting City Clerk of the City of Chandler, Arizona, do hereby certify that the attached document, minutes of the Chandler City Council, entitled "City Council Meeting, Thursday, June 14, 1990, Pages 14 and 15", Item #30, approved on the Consent Agenda, is a true and correct copy of the document of record on file in the Office of the City Clerk, Chandler, Arizona.

Signed this 25th day of July, 1990.

Carolyn Dunn
City Clerk

S E A L

25 S. Arizona Place, Suite 302 • Chandler, Arizona 85225 • Phone: (602) 786-2231

27. WATER/PRODUCTION FACILITIES: Telemetry System (CA 90-121)

Approved a sole-source maintenance agreement (90-8005S1) with Turbitrol Company for the water production facility telemetry (SCADA) system for an annual fee of $23,820.00. Turbitrol has provided the proprietary software and associated equipment for Phases I and II, as well as Phase III of the telemetry system. Turbitrol is the only source of cost-effective maintenance.

28. WASTEWATER/RELIEF SEWER & STORM DRAIN: Construction Bid (CA 90-116)

Rejected construction bids received on the Delaware Relief Sewer and Storm Drain (90-9001) on the basis that the bid amounts were much higher than estimates and budgeted amounts. Although eight general contractors procured the bid documents, only two bid the job. Staff intends to make minor changes/clarification to the construction drawings and specifications that could provide some potential cost savings. The present schedule would be to rebid the project with these changes in July 1990 with construction to commence in September 1990. The engineer's estimate for the base bid was $364,000.00 and the bids received were two to three times more than that amount.

29. TRANSPORTATION/PLANNING SERVICES: Transit Contract (90-282)

Approved a transit planning services contract with Parsons Brinckerhoff Quade & Douglas, Inc. to design The City of Chandler Transit Plan for a fee not to exceed $24,573.

During the past year, the major cities in the metropolitan area have been engaged in the development of a local Long Range Transit Plan. This effort will culminate in the integration of each of the cities plans into a Regional Long Range Transit Plan being developed by the Regional Public Transit Authority (RPTA) which is targeted for completion later this year. In order for Chandler to meet the timetables it was felt a consultant would be needed to assist City staff.

30. INTERGOVERNMENTAL AGREEMENT: Economic Strength Project (CA 90-11)

Approved an (a) intergovernmental agreement (90-3023) between the City of Chandler and the State of Arizona, regarding Economic Strength Project funding in support of Motorola expansion, and (b) an agreement between the City of Chandler and Motorola, regarding the construction of the east half of Arrowhead Drive and a traffic signal at Ray Road and Arrowhead.

State assistance will be received through the Economic Strength Project Fund in the amount of $40,500 for construction of Arrowhead Dr. (approximately 1/4 mile). The new Motorola facility will employ approximately 600 engineers and technicians.

31. LIQUOR LICENSE/T.J.'S: Joseph Scherr (FSO-201)

Approved a new Series 12 Liquor License for Joseph Jacob Scherr, agent, T.J.'s Place located at 341 S. Arizona Ave. The Police Dept. reported no objections and no written protests have been received. All licenses, permits, and fees have been paid. With a Series 12, the business may sell all liquors for on-premise consumption only - when a minimum of 40% of the receipts are from the sale of food.

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32. LIQUOR LICENSE/PISTOL PETE'S PIZZA: Donald Stapley (FSO-200)

Approved a new Series 7 Beer and Wine Bar License for Donald Thomas Stapley, agent, Stapley Foods, Inc., dba Pistol Pete's Pizza located at 3029 N. Alma School Road. The Police Dept. reported no objections and no written protests have been received. All licenses, permits, and fees have been paid. With a Series 7 the business may sell beer and wine only for on or off-premise consumption.

33. STREET/IMPROVEMENT: Traffic Paint (PGO-081)

Approved award of bid to Pervo Paint for ADOT spec traffic paint in the amount of $14,840.10. This item was bid by the Arizona State Purchasing Office and then recommended by Staff.

34. STREET/METER PEDESTALS: Traffic (PGO-083)

Approved award of bid to Nickell Engineering and Sales, Co. in the amount of $13,027.61 for 15 traffic meter pedestals. Four bids were received with the lowest recommended.

35. PARK/APACHE: Tennis Courts (PGO-086)

Approved award of bid to Arizona Top Seed Corp. for a tennis court resurfacing contract in the amount of $11,774.00 per Staff recommendation. This item was bid for the Apache Park location with the lowest of four responsive bidders recommended.

36. LANDSCAPE/WESTERN CANAL: Decomposed Granite (PGO-087)

Approved award of bid to Chandler Rock, Inc. in the amount of $20,792.00 per Staff recommendation for 2300 tons of decomposed granite. The granite will be used at various locations along the

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APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF CHANDLER 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.

DATED this 25th day of July, 1990.

Maureen R George

City Attorney

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Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0846, is an agreement between public agencies, 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 this 9th day of August, 1990

ROBERT K. CORBIN
Attorney General

James R. Redpath

Assistant Attorney General
Transportation Division