A. G. Contract No.KR910827TRD
ECS File: JPA 91-54
Project No.: M-503-5(3)P
TRACS No.: SS233 01C
Project: Camelback Road, 43rd Avenue to 75th Avenue

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into 7 July, 1991, 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 GLENDALE, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 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 Section 3, Article 1 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. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. 15808
FILED WITH SECRETARY OF STATE
Date Filed 07/09/91
Richard Mahoney
Secretary of State
By [illegible]

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide the State with the City funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: STRESS ABSORBING MEMBRANE INTERLAYER (SAMI) AND AC OVERLAY

Estimated Project Cost	$ 780,032.00
Federal Funds @ 92.88% of $780,032.00	$ 724,494.00
2% Surcharge of Total Cost	$ 15,601.00
City of Glendale Funds	$ 55,538.00
Total Local Funds	$ 71,139.00*

* This includes a 2% surcharge on the total cost as per Chief Deputy State Engineer memo of February 2, 1982.

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

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of the City's deposit unless and until so authorized in writing by the City.

2. Prior to the solicitation of bids, the City shall deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the City any part of the funds deposited by the City remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the construction and construction engineering 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 State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

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

5. This agreement shall 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 agreement.

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:

Department of Transportation	City of Glendale
Joint Project Administration	City Manager
205 S. 17th Avenue - 616E	5850 W. Glendale Avenue
Phoenix, Arizona 85007	Glendale, AZ 85301

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 GLENDALE

By_____
GEORGE R. RENNER
Mayor

STATE OF ARIZONA
Department of Transportation

By_____
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

Evergne Behm
City Clerk

3683j
7MAY

APPROVED AS TO FORM:

Peter Van Haren
City Attorney

JPA 91-54 through 91-56

RESOLUTION

BE IT RESOLVED on this 7th day of May 1991, that I, JAMES S. CREEDON, as Acting 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 Highways Division, to enter into an agreement with the City of Glendale for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Camelback Road, 43rd Avenue to 75th Avenue; 59th Avenue, Bethany Home Road to Camelback Road; and 51st Avenue, Northern to Butler and Peoria to Olive (Local Government).

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

Ray Ellis

for JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

1203j/2

JPA 91-54

APPROVAL OF THE GLENDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF GLENDALE 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 17 day of June, 1991.

City Attorney

1979j

RESOLUTION NO. 2665 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF INTERGOVERNMENTAL AGREEMENTS WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO CAMELBACK ROAD, 43RD AVENUE TO 75TH AVENUE; 59TH AVENUE, BETHANY HOME ROAD TO CAMELBACK ROAD; AND 51ST AVENUE, NORTHERN TO BUTLER AND PEORIA TO OLIVE.

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 intergovernmental agreements with the Arizona Department of Transportation (ADOT) for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Camelback Road, 43rd Avenue to 75th Avenue; 59th Avenue, Bethany Home Road to Camelback Road; and 51st Avenue, Northern to Butler and Peoria to Olive be entered into, which agreements are 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 agreements 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 June, 1991.

GEORGE R. RENNER
MAYOR

ATTEST:

LAVERGNE BEHM
City Clerk

(SEAL)

APPROVED AS TO FORM:

PETER VAN HAREN
City Attorney

REVIEWED BY:

MARTIN VANACOUR
City Manager

STATE OF ARIZONA)
County of Maricopa) ss
City of Glendale)

I, the undersigned, Lavergne Behm, being the duly appointed, qualified and acting City Clerk of Glendale, Maricopa County, Arizona certify that the foregoing Resolution No. 2665 New Series is a true, correct, and accurate copy of Resolution No. 2665 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 11th day of June, 1991, at which a quorum was present and voted in favor of said Resolution.

Given under my hand and seal this 14th day of June, 1991.

Lavergne Behm
City Clerk

Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
[redacted]
Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-0827 TRD, 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 2nd day of July, 1991.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section