Attachment to Resolution No. 18613
A. G. Contract No. KR98 1813TRN
COT Contract No. 0553-00
ADOT ECS File: JPA 98-135
Project: H5089 05X
Section: 5th/6th Street Circulation
and Livability Study

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

THIS AGREEMENT is entered into 11 July, 2000, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 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 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. The Federal Government has made funds available to the State for the use of the City to conduct the 5th/6th Street Circulation and Livability Study. The State and the City desire to define their respective responsibilities relating to the transfer of up to $190,000.00 thru the State to the City and the expenditure thereof.

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

NO 24091
Filed with the Secretary of State
Date Filed: 07/11/00
Betsey Bayless
Secretary of State
By Vicky V. Greenwald

II. SCOPE

1. The State will:

Provide the City federal funds in the amount of up to $190,000.00, on a monthly cost reimbursement basis for activities performed relating to the 5th/6th Street Circulation and Livability Study program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required $232,000.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed $190,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement is contingent upon the availability of federal funds to support the program, and shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

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 in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating 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 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210

9. Attached hereto and incorporated herein is the written determination of 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 TUCSON

By _____
Robert Walkup
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
MARY LYNN TISCHER, Director
Transportation Planning

ATTEST

By _____
KATHLEEN S. DETRICK
City Clerk

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RESOLUTION

BE IT RESOLVED on this 3rd day of August 1998, that I, the undersigned MARY E. PETERS, 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 Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for conducting the 5th/6th Street Circulation and Livability Study program.

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

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

ADOPTED BY THE
MAYOR AND COUNCIL

JUN 0 5 2000

RESOLUTION NO. 18613

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FUNDING THE 5TH/6TH STREET CIRCULATION AND LIVABILITY STUDY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation for funding the 5th/6th Street Circulation and Livability Study, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona JUN 0 5 2000

MAYOR

ATTEST:

CITY CLERK

APPROVED BY:

CITY ATTORNEY

REVIEWED BY:

CITY MANAGER

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05/10/00 9:03 AM
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APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON 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 10 day of May, 2000.

Michael Rankin

City Attorney

Pima Association of Governments
Thomas L. Swanson
Transportation Planning Division
Cherie L. Campbell

Work Element: **601.05 5th/6th Street Circulation & Livability Study**

Objective(s): Conduct planning and design development activities for the 5th/6th Street Corridor from Interstate-10 to Wilmot Road.

Product(s): 5th/6th Street Corridor analysis and feasibility report.

Related Work: Air Quality (104)
Travel Reduction Program (604.03)
Transportation Improvement Program (604.01)

Anticipated Impact: This work element will support planning activities in the development of multi-modal transportation activities for the University of Arizona campus and throughout the entire corridor of 5th/6th Street.

Task(s):
A. Documentation of current transportation and land use data.
B. Analysis of alternatives for corridor development.
C. Design development of recommended corridor improvements.

FUNDING SOURCE	AMOUNT	AGENCY	COST	APPROX. MONTHS
STP	190,000	TDOT	422,000	12
LOCAL	232,000			
TOTAL	422,000	TOTAL	422,000	

5th/6th Street Livability and Circulation Study
Phase II Proposed Scope of Work

INTRODUCTION

The purpose of this project is to investigate livability and circulation issues and opportunities along 5th and 6th Streets from Wilmot Road to Interstate 10. The objective of the Study is to develop an Action Plan to improve the circulation and quality of life along 5th/6th Streets for residents, businesses and institutions. An extensive Public Involvement Program was conducted during Phase I of this study to gather public opinion on the scope of existing livability and circulation issues and opportunities.

Phase II will assess what should be done to address the issues identified in Phase I. Alternative actions will be proposed, evaluated and presented to the public at a series of community forums for review and comment. Preliminary cost estimates for the range of alternatives will be presented. The public will be asked to identify preferences from among the options for future action.

The information and opinions gathered during Phase I have been used to guide the development of the Phase II scope of work. Seven major areas of concern were identified based on the input received from the public during Phase I. These major "Focus Areas" are the following:

- Transit features and service
- Pedestrian features
- Bicycle features
- Traffic/pedestrian/bicycle safety
- Traffic circulation
- Streetscape/Urban Design/Landscape
- Land use

The scope of work for Phase II of this study has been developed to explore each of these Focus Areas as a means to identifying improvements consistent with the overall vision for the corridor. At the culmination of Phase II there will be an identifiable link between the alternative corridor concepts and the public opinion gathered during both Phases I and II.

Objectives for Phase II are the following:

- Engage the Citizens Corridor Advisory Group (CCAG) in a discussion of a corridor vision, to be used to stimulate interest, ideas and for the development of alternative corridor concepts.

- Introduce a range of possible improvement options within each Focus Area to be considered by the CCAG and City staff for incorporation into the alternative corridor concepts.

- Integrate improvement options into three alternative corridor concepts to be presented to the public for input. The three alternative corridor concepts will be evaluated and

the CCAG. During the first meeting, the CCAG will be presented with a summary of the corridor vision input derived from Phase I. In addition, the seven Focus Areas will be enumerated for the CCAG. We propose distributing disposable cameras to every CCAG member, so that each CCAG member can take pictures of images that they feel represent his/her vision for the corridor. They will be encouraged to consider the seven identified Focus Areas, however, CCAG members need not take a picture for each and every Focus Area, nor need they limit themselves to the Focus Areas suggested.

The cameras will be distributed to the CCAG at the first meeting, with the request that the cameras be returned before the next meeting, so the images can be developed and presented to the full advisory group. It is not anticipated that a consensus will be reached through these two meetings, however, the Orientation and Vision process will be designed to serve several related purposes:

- To stimulate interest and ideas;
- To introduce CCAG members to each other and help them gain an understanding of the interests that each member represents;
- To encourage the CCAG members to begin thinking as a group with a common interest;
- To level the playing field for all CCAG members;
- To help them understand their role in ultimately reaching agreement.

Also as part of the orientation process, a field trip, utilizing a Sun Tran bus, will be conducted to familiarize the CCAG with the entire corridor and review specific issues of concern. The field trip will be conducted separately from the two CCAG meetings identified for Orientation and Visioning.

The information derived from this Task will be utilized by the Consultant Team in Task 7, Development of Alternative Corridor Concepts.

Task 4: Focus Area Summaries and Presentations

The Consultant Team will deliver a summary to the CCAG on each of the seven Focus Areas described above. Each summary will background information on the existing condition of the focus area in the corridor, what issues, concerns, and opportunities were identified through the Phase I public outreach, the constraints identified through the review of the neighborhood plans and consistency with other literature reviewed, and how each Focus Area contributes to the livability in the corridor. A range of improvement options will be presented in the Focus Area summary, including a "do nothing" approach. These initial improvement options will be used to stimulate discussion and to help the CCAG "focus in" on desirable improvements for the corridor. Each summary is anticipated to be one to two pages in length.

It is anticipated that the Focus Area presentations will require approximately one hour for presentation to the full CCAG. Following the overall presentation, the CCAG will break into smaller segment groups to identify specific options appropriate and desirable for each segment.

An outline for each of the Focus Area summaries will developed by the Consultant Team for review and comment by the City Project Manager and the Management Committee prior to the

alternative corridor concepts for the entire corridor will also be available and will be presented to the public.

The Consultant Team will record public comments on large flip charts, and these comments will be documented in the report prepared on the public involvement process. Comment forms will also be available to the public so that written comments can also be received. Other methods of engaging interactive public participation will be investigated and described in the detailed Public Participation Plan.

5.5 Neighborhood Coordination: Members of the Consultant Team will attend up to ten (10) neighborhood coordination meetings to present project materials, and listen to neighborhood issues and concerns. It is assumed that these meetings will take place during neighborhood association meetings, however, other special meetings may be included among the ten meetings assumed for this subtask. The need for and the scheduling of these meetings will be at the discretion of the City's Project Manager. The Consultant Team will document these meetings through a brief written meeting summary.

5.6 Other Public Outreach meetings: Members of the Consultant Team will organize, coordinate, conduct and document up to ten (10) additional meetings with business, land use, development, and other interests in the corridor. The need for and the scheduling of these meetings will be at the discretion of the City's Project Manager. The Consultant Team will document these meetings through a brief written meeting summary.

5.7 Outreach to Corridor Schools: The Consultant Team will develop educational outreach materials and an approach for elementary, middle, and high schools in the corridor. The approach will be implemented with materials distributed to the schools and the results documented by the Consultant Team.

5.8 Mailing List: The Consultant Team will provide oversight and assistance to LP&G on the maintenance of the project mailing list. The Consultant Team will provide the names and addresses of those interested citizens that have expressed a desire to be added to the mailing list.

5.9 Web Site Monitoring: The Consultant Team will provide project materials to the City to be placed on the City's web site. The materials to be provided will be at the direction of the City's Project Manager, and may include such items as CCAG meeting agendas and meeting minutes, project newsletters, and the schedule and location of the Phase II CCFs.

5.10 Media Relations: The Consultant Team will assist Kaneen Advertising with strategies for the promotion of the Phase II CCFs.

5.11 Report Preparation: The Consultant Team will document the activities and findings of the Public Involvement Process for Phase II of the project. A draft report will be prepared and submitted to the City for review and comment. The Consultant Team will revise the draft report based on the comments received and submit a Final Report on Phase II Public Involvement.

6 Project Management Team Meetings

proposal. The Consultant Team will tailor this evaluation to be responsive to the needs and interests of the City and the CCAG.

If the City desires that a more detailed technical evaluation of any of the alternative concepts be conducted, the Consultant Team will negotiate the level of effort, procedures, and cost with the City.

8 Identify Preferred Concept

Based on input from the Community Coordination Forums, the CCAG and City staff, a preferred corridor concept will be identified. While each corridor segment may have variations on the preferred concept, the preferred corridor concept will serve to unify the corridor both operationally and thematically.

9 Documentation of the Preferred Corridor Improvements

Two separate documents will be prepared as the final documentation for Phase II. One document will contain the description of the preferred transportation system improvements, including transit, roadway, pedestrian, and bicycle features. The second document will contain the streetscape/landscape/urban design master plan for the corridor. A draft outline of the contents for each document will be prepared and submitted to the City and the CCAG for review and comment. A draft of each document will be prepared based on the approved outline and the drafts will be submitted to the City and CCAG for review and comment. The Consultant Team will prepare draft final documents taking into consideration the review comments received. The draft final documents will be presented to the City Mayor and Council as part of Task 10.

Final documents will be prepared after the comments have been received from the public and the Mayor and Council.

10 Presentation of the Corridor Improvements to Mayor and Council

The Consultant Team will prepare presentation materials and provide a special presentation of the draft final recommendations for the City Mayor and Council. It is anticipated that this presentation will be made during a Council Study Session rather than at a formal Council meeting. The Consultant Team will record and document Council Member comments and concerns and incorporate these into the preparation of the final reports.

Phase III

The following is briefly describes work to be accomplished as part of Phase III, to be conducted under a separate contract.

Phase III of this study will develop a detailed assessment of the cost and impacts of the preferred alternative developed in Phase II. Master Plan will be articulated for the preferred corridor concept, and a 10-year Action Plan for implementing the preferred corridor concept will be prepared which will include identification of priorities, and will be cost-constrained according to the availability of funds. The recommended Master Plan and Action Plan will be presented to the public at a special Community Forum. Interested citizens will be invited to identify which

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-1813TRN, 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 June 23, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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Enc.