NO. 28998
Filed with the Secretary of
Date Filed: 6-27-07
Secretary of State
By: Brinda Montaño

JPA File: JPA 04-103-I
A. G. Contract No. KR04-1412TRN
Project: Operation and Maintenance
Of Electrical Facilities
TRACS No.: N/A
Scottsdale No. 2006-215-COS

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SCOTTSDALE

THIS AGREEMENT is entered into this date June 27th, 2007, 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 SCOTTSDALE, an Arizona municipal corporation, 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 Section 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 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. Design and construction of the State Highway System within the City has created the need to assign operation and maintenance responsibilities between the City and the State for electrical facilities and equipment. The facilities and supporting equipment are located at City streets intersecting the State highway system, and along State highway frontage roads, crossroads and pedestrian and equestrian bridges. Electrical facilities include such items as traffic signals, intersection lighting, frontage road lighting, underpass lighting, illuminated street name lighting, vehicle detection devices and associated electrical equipment. The operation and maintenance responsibilities assigned and identified in this Agreement are in accordance with the design specifications that were used to install the electrical facilities and equipment, as documented and provided in the as-built drawings. Maintenance activities will primarily include the timing, operation and maintenance of: traffic signals, and the intersection and frontage road lighting at locations shown on Exhibit A, and discussed in Exhibit B, both of which are attached hereto and made a part hereof.

4. The portion of the State Highway System located within the City, covered by this Agreement is as follows:

S.R.101 also known as the Pima Freeway

THEREFORE, in consideration of the mutual interests and understandings expressed herein, it is agreed as follows:

II. DEFINITIONS

"*As-Built*" – means the documentation and drawings of the facilities, as they existed upon completion of construction and transfer to operation and maintenance.

"*Associated Electrical Equipment*" - means all electrical materials, components and/or equipment necessary for the operation and maintenance of the electrical facilities described herein, such as conduit, conductors, pull boxes, controllers, and cabinets.

"*Crossroads*" - means the existing or new local streets or arterials, which cross the State highway.

"*Electrical Facilities*" – means all electrical facilities and supporting equipment and load center devices necessary for the operation of traffic signal systems, intersection lighting, crossroad lighting, frontage road lighting, pedestrian and equestrian bridge lighting, and underpass lighting.

"*Equipment specific to the City*" – means electrical facilities, devices and supporting electrical equipment that the City has requested the State to install in place of, equipment and/or supporting electrical equipment/devices that the State would normally install and maintain an active inventory for replacement. Such items are generally one of a kind features or equipment that must meet or exceed the MUTCD standards and are exampled by such items as specialized lighting facilities (i.e. architectural or decorative in style) or unique pole structures.

"*Frontage Road*" - means the roadways generally parallel to the State highway mainline, which provides access to severed property and/or collect and distribute traffic between local streets and highway interchanges.

"*Frontage Road Lighting*" - means luminaries, poles, support structures, wiring, and other associated equipment used to illuminate frontage roads. Frontage road lighting is not connected to mainline lighting or to intersection lighting.

"*Intersection*" - means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this agreement one of the two roads is a State highway, and the other road is a local crossroad.

"*Intersection Lighting*" - means luminaries, poles, support structures, under-deck lighting fixtures, wiring, and other associated equipment used to illuminate intersections.

"*Knockdown*" – means a lighting traffic signal mounted sign or electrical equipment feature that has been seriously damaged or destroyed by vehicular impact.

"*Load Center*" – means a stand-alone electrical distribution center distributing power to various electrical devices. It is intended that each party to this agreement be responsible for the maintenance of all electrical facilities/devices, energized from the load centers for which they are responsible for the electrical cost.

"*Locations*" - means the intersections of the Pima Freeway (SR 101L) with local crossroads, and the frontage roads along the Pima Freeway (SR 101L) as shown on Exhibit A.

"*Maintenance*" – means activities associated with the maintenance of electrical facilities and supporting electrical equipment, including, routine inspection and emergency repair required to keep the facilities in working order.

"*MUTCD*" – means the Manual on Uniform Traffic Control Devices; latest addition as published by the Federal Highway Administration (FHWA).

"*Operation*" – means activities associated with the operation of electrical facilities, including establishing and implementing traffic signal phasing, cycle lengths and coordination with other signals, and the payment of electrical costs required to operate the facilities.

"*Operation and Maintenance Responsibility*" – means agreement to perform the work activities identified in the responsibility matrix, Exhibit "B" and the acceptance of legal liabilities associated with the operation and maintenance of the facilities.

"*Permit*" - means an approved permit and license issued to the City, by the State, allowing new/modification, construction, installation and/or change of electrical facilities or supporting electrical equipment, work performance within the States Rights of Way. Such work shall be in accordance with final approved plans and specification, submitted by the City and accepted by the State.

"*Yearly Permit*" - means a Permit/License issued to the City, by the State (yearly renewal required) allowing the City to perform the operation, maintenance and emergency repair to electrical facilities and supporting electrical equipment identified as being the City's responsibility under this Agreement. Such permitting allows the City access to the State Rights of Way to carry out their "Operational and Maintenance Activities" defined above. (No new construction is allowed under this type of permitting).

"*Specialized Signal Support Structures*" - means those unique structures used to support traffic signal and lighting equipment at Freeway interchange intersections. A typical signal support structure of this type would be specially designed for an individual location and would consist of two vertical support poles connected with a cross member spanning the entire roadway upon which the traffic signal heads are mounted. Exampled by signal structures spanning the intersection of Shea Boulevard and S.R. 101, and generally identified as a cantilever sign structure, tapered tube, double or single beam structure.

"*State Standard*" - means electrical facilities and supporting electrical equipment that the State considers as standard replacement items and which the State can replace and install.

"*Traffic Signal Systems*" - means signal heads, controllers, vehicle detectors, cabinets, poles and support structures, wiring, and other associated equipment used to automatically control traffic at an intersection.

"*Transfer of Blue Stake Responsibility*" - means once the State transfers to the City the responsibility and liability for blue-staking the electrical facilities and associated electrical equipment governed by this Agreement, as blue-staking is defined by Arizona Revised Statutes, Chapter 2, Article 6.3, Sections 40-360.21 through 40-360.32.

III. SCOPE OF WORK

1. The City shall:

a. Be responsible for the maintenance of the electrical facilities and supporting electrical equipment at the locations identified in exhibit "A" and equipment inventory identified in exhibit "B". The Cities maintenance roles and responsibilities are identified and discussed in Exhibit "C".

b. Be responsible for responding to Blue Stake requests for all underground electrical equipment associated with the electrical facilities and associated electrical equipment maintained by the City and governed by this Agreement. The City's responsibilities for Blue Staking shall begin only after the City has received appropriate plans showing the locations of such facilities and associated electrical equipment and notification from the State for the transfer of the Blue Stake responsibility.

c. Be responsible for all electrical energy costs to operate the electrical facilities and associated electrical equipment maintained by the City at the locations identified in "Exhibit A". In addition, the monthly telephone charges for the interconnected circuits, when utilized, will be the responsibility of the City.

d. Notify the State in writing, when damage occurs and provide a request for materials necessary to replace or repair electrical facilities or associated electrical equipment identified in Exhibit "B". When submitting a request for replacement of damaged equipment the City shall include appropriate accident reports to expedite risk management recovery actions. (See item e. below).

e. Be responsible for the replacement and/or repair of all damaged equipment, including Knockdowns. The damaged equipment shall be replaced with like-kind equipment. If the City is required to provide the equipment or parts necessary to complete the replacement or repairs, the City shall provide to the State a detailed invoice for each replacement/repair, listing the itemized costs of all equipment necessary.

f. Be responsible for the return of any State damaged equipment and coordinate with the State on a mutually agreed upon location for returning such equipment that is removed during repair, as provided herein.

g. Conduct annual inspections of all Electrical Facilities for which the City maintains, per this Agreement, as required for compliance with the current Manual on Uniform Traffic Control Device (MUTCD) Standards. Upon completion of the inspection process, submit a report identifying items, which do not meet current standards and provide recommendations for replacement and assignment of responsible party financial responsibility.

h. Submit intersection traffic signal timing intervals to the State's Traffic Operation Section when requested.

i. Keep detailed maintenance records, which shall be made available to the State upon request.

j. If at any time the City decides to cancel this agreement, provide a 90-day notice of said cancellation and bear all costs related to the removal of the "Equipment Specific to the City" and all costs necessary to replace the equipment with current State standard equipment.

k. Understand that upon the construction of a new State Highway facility within the City, the newly constructed portion of the highway will be incorporated herein, by addendum, as amended to this Agreement upon notification by the State to the City.

2. The State Shall

a. Upon receipt of a request to provide State Standard Equipment for the purpose of replacement and /or repair of damaged electrical equipment, deliver to the City the currently approved equipment in a timely manor. Should the State be unable to deliver the equipment, the State shall provide written approval for the City to proceed with the purchase of like–kind equipment that meets current "MUTCD" standards.

b. Upon receipt and approval of an invoice from the City, reimburse the City for the cost associated purchase of like kind electrical facilities and supporting electrical equipment used for the replacement and/or repair of damaged equipment.

c. The State will coordinate with the City on a mutually agreed upon location for returning damaged State standard equipment that is removed during replacement/repair.

d. Provide appropriate plans for the electrical facilities and associated equipment governed by this Agreement, and notify the Blue Stake Center of the responsibility transfer, prior to the City assuming blue-stake responsibility. The State will remain responsible for the accuracy of the plans provided by the State to the City for the transfer of blue-staking responsibility from the State to the City.

e. Retain the responsibility for the structural integrity of specialized signal support structures. Such structures will not be considered as elements of the electrical facilities and/or the associated electrical equipment covered by this Agreement. Any damage that occurs to specialized signal support structures will be repaired by a joint effort of the City and the State. (See "Specialized Signal Support Structures" definition, Section II Definitions, page 2 of this Agreement).

f. Upon receipt of request for a "Permit", review and approve or deny the request in a timely manor. If the permit is to be denied, provide detailed reasoning for the denial.

g. Issue a "Yearly Permit", upon request from the City, granting access to State Rights of Way for the "operation and maintenance" of the electrical facilities and supporting electrical equipment covered by this Agreement.

h. Future installations, removal, significant modifications, additions or betterments of electrical facilities and/or associated electrical equipment governed by this Agreement and depicted in exhibit "A", require a State approved "permit" and shall require an amendment to this Agreement as they occur.

i. Any future installations at new intersections, significant additions to or betterments of electrical facilities, and/or associated equipment governed by this Agreement, shall be based on a traffic engineering study conducted by or concurred with, by the State. In addition, any additions or betterments of electrical facilities and/or associated equipment governed by this Agreement shall require an amendment to this Agreement, as they occur.

j. Any damage occurring to the signal support structures will be repaired by a mutually agreed upon joint effort of the City and the State. The State shall bear the cost for any repairs or replacement of support structures.

k. During the current year, endeavor to replace all current incandescent lamp indicators with LED indications. If funds are not available to change out all incandescent lamps to the LED indications, in the current fiscal year, the change shall be completed as soon as possible in the next fiscal year.

IV. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended upon mutual consent of both parties, provided however, that this Agreement may be cancelled at any time, with 90 days written notice of either party. The parties shall review this Agreement 120-days prior to automatic renewal, and all reviews shall be completed within 60 days prior to the end of the 5th-year anniversary date.

2. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims"), arising out of bodily injury of any person, (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled by the State or the City in accordance with Arizona Revised Statutes Section 38-511.

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

6. 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 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding" Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State or the City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. 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.

9. 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:

For Agreement and Amendments:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD616E
Phoenix, AZ 85007
Fax: (602) 712-7424

City of Scottsdale
City Clerks Office
3939 Drinkwater Boulevard.
Scottsdale, AZ 85251
Fax: (480) 782-3415

For Traffic Signals and Lighting Maintenance:
and Operations Issues:

Arizona Department of Transportation
Phoenix Maintenance District
Electrical Operations Engineer
2140 W. Hilton Avenue
Phoenix, AZ 85009
FAX: (602) 712-6983

City of Scottsdale
Traffic Operations Division
9191 E. San Salvador
Scottsdale, AZ 85251
Fax: (480) 312-5539

For Traffic Timing Issues

Arizona Department of Transportation
Traffic Operation Section
2014 S. 22nd Avenue
Phoenix, AZ 85009
FAX: (602) 712-3305

City of Scottsdale
Traffic Engineering Department
7447 E. Indian School Road
Scottsdale, AZ 85251
Fax: (480) 312-4000

9. Attached hereto and incorporated herein are the written determinations 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 SCOTTSDALE

By _____
MARY MANROSS
Mayor

ATTEST

By _____
CAROLYN JAGGER
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTORNEY APPROVAL FORM FOR THE CITY OF SCOTTSDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 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 13th day of June, 2007

Clifford J. Frey for

Deborah W. Robberson
City Attorney

EXHIBIT "A"

Locations of Maintenance Responsibility

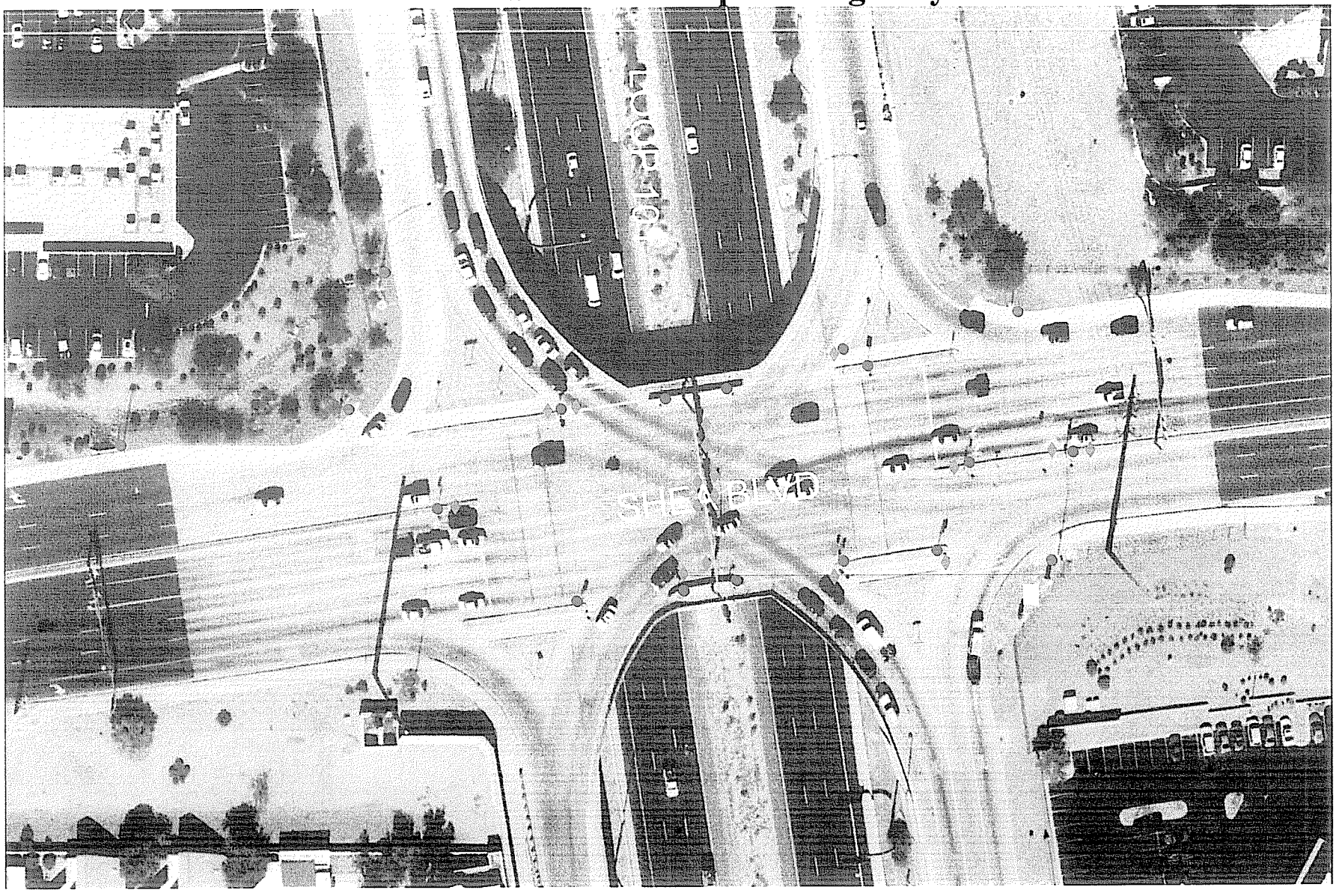
Signalized Intersections
SR 101L Milepost (MP)

41.0	Shea Boulevard
40.0	Cactus Road
38.5	Raintree Drive
37.7	Frank Lloyd Wright Boulevard
37.0	Bell Road
36.5	Pima Road/Princess Drive
35.5	Hayden Road
34.5	Scottsdale Road

Frontage Road Segments

Raintree Drive to Thunderbird Road	Southbound Only
Frank Lloyd Wright Boulevard to Raintree Drive	Northbound and Southbound
Bell Road to Frank Lloyd Wright Boulevard	Northbound and Southbound
Pima Road/Princess Drive to Bell Road	Northbound and Southbound

Shea and Loop 101 Highway



Legend

Traffic Signal Pole

Traffic Signal Head

Controller Cabinet

Streetlight Pole

Inventory

Traffic Signal Poles: 13

Traffic Signal Heads: 19

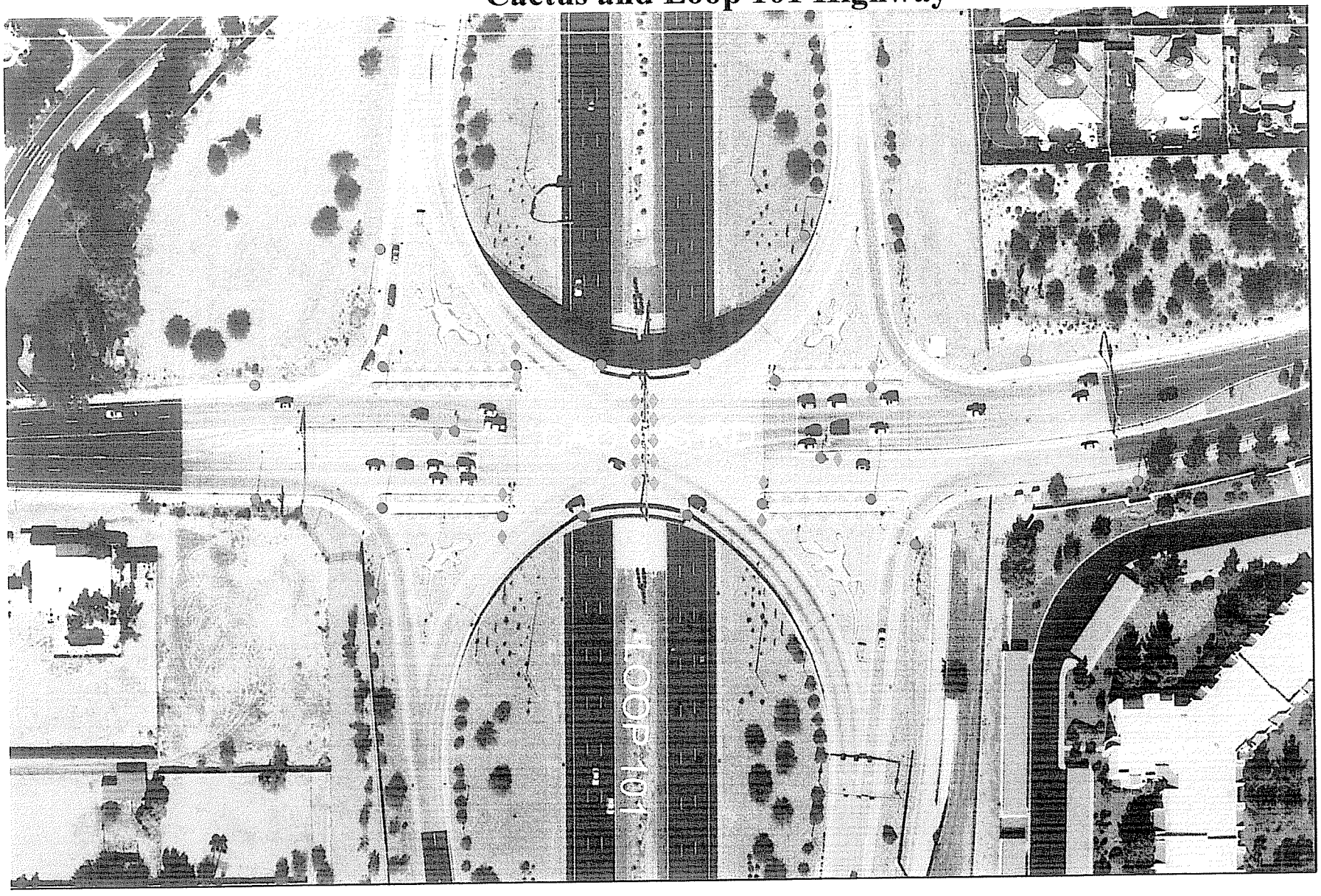
Streetlight Poles: 6

Traffic Signal Luminaires: 2

Under-Bridge Roadway Lights: 4

N

Cactus and Loop 101 Highway



Legend

Traffic Signal Pole

Controller Cabinet:

Traffic Signal Head

Streetlight Pole

Inventory

Traffic Signal Poles: 14

Traffic Signal Luminaires: 6

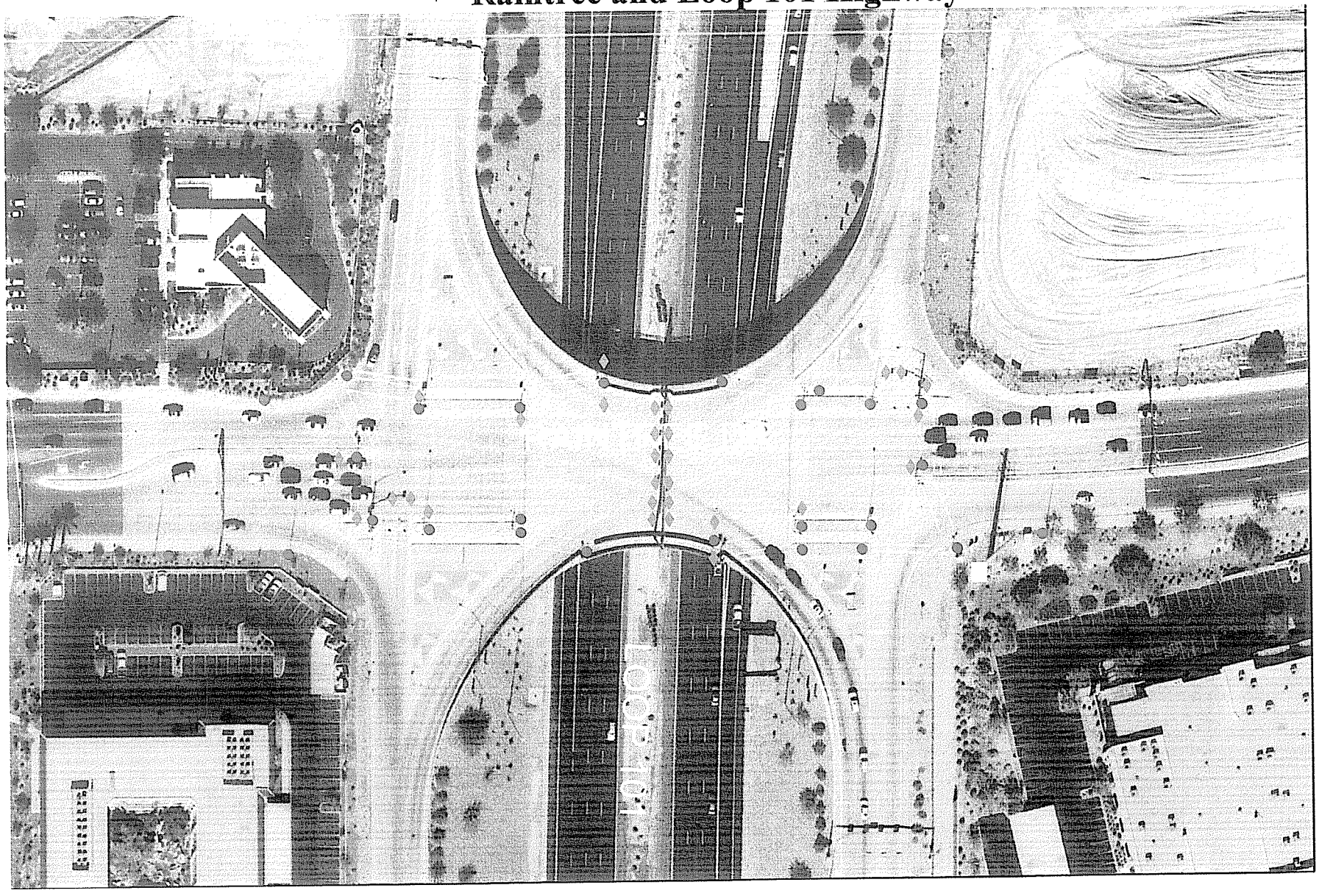
Traffic Signal Heads: 20

Under-Bridge Roadway Lights: 8

Streetlight Poles: 8

N

Raintree and Loop 101 Highway



Legend

Traffic Signal Pole

Controller Cabinet

Traffic Signal Head

Streetlight Pole

Inventory

Traffic Signal Poles: 22

Traffic Signal Luminaires: 8

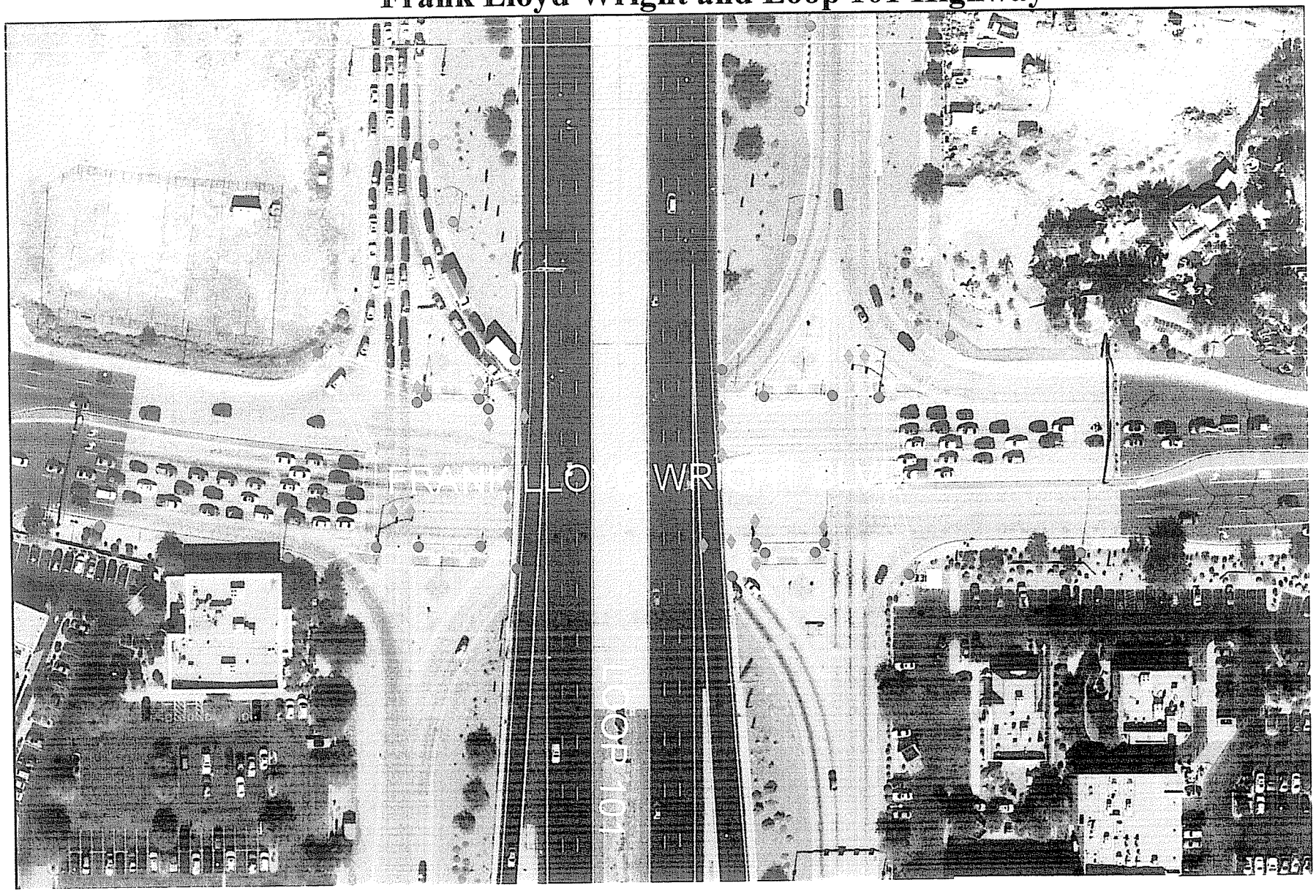
Traffic Signal Heads: 29

Under Bridge Roadway Lights: 8

Streetlight Poles: 8

N

Frank Lloyd Wright and Loop 101 Highway



Legend

Traffic Signal Pole

Controller Cabinet

Traffic Signal Head

Streetlight Pole

Inventory

Traffic Signal Poles: 20

Traffic Signal Luminaires: 4

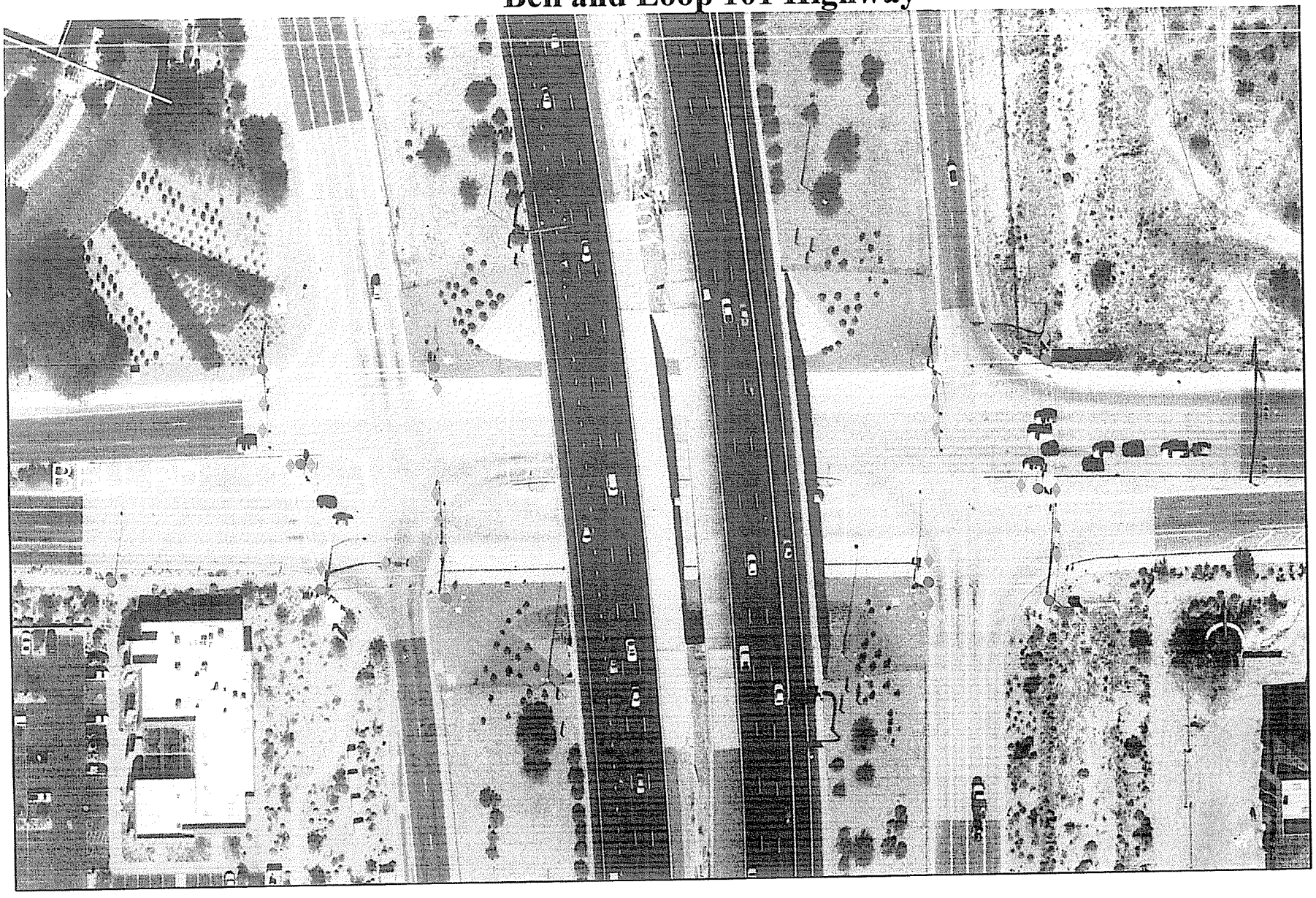
Traffic Signal Heads: 22

Under Bridge Roadway Lights: 6

Streetlight Poles: 11

N

Bell and Loop 101 Highway



Legend

Traffic Signal Pole

Traffic Signal Head

Controller Cabinet

Streetlight Pole

Inventory

Traffic Signal Poles: 10

Traffic Signal Heads: 24

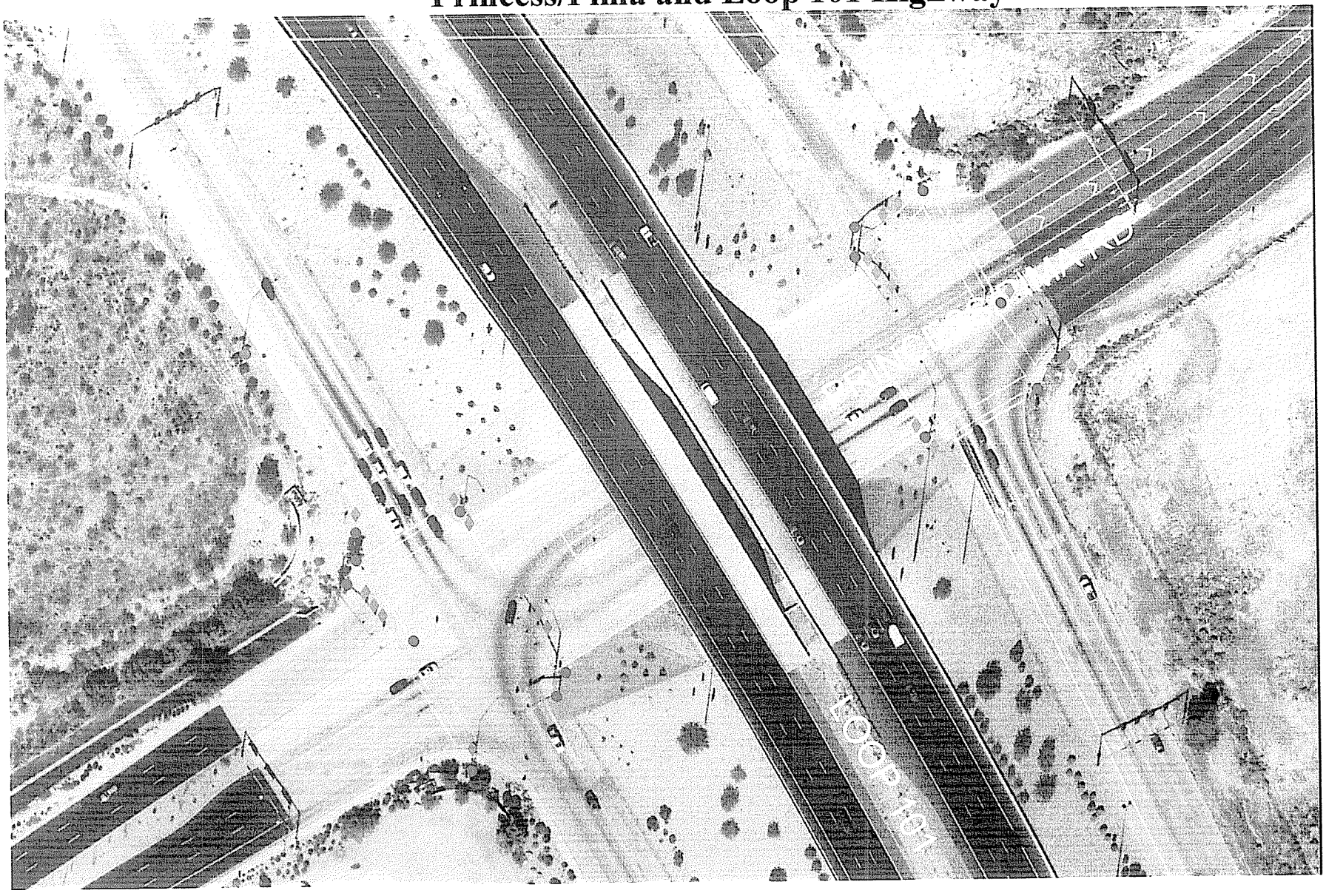
Streetlight Poles: 2

Traffic Signal Luminaires: 8

Under Bridge Roadway Lights: 8

N

Princess/Pima and Loop 101 Highway



Legend

Traffic Signal Pole

Controller Cabinet

Traffic Signal Head

Streetlight Pole

Inventory

Traffic Signal Poles: 15

Traffic Signal Luminaires: 8

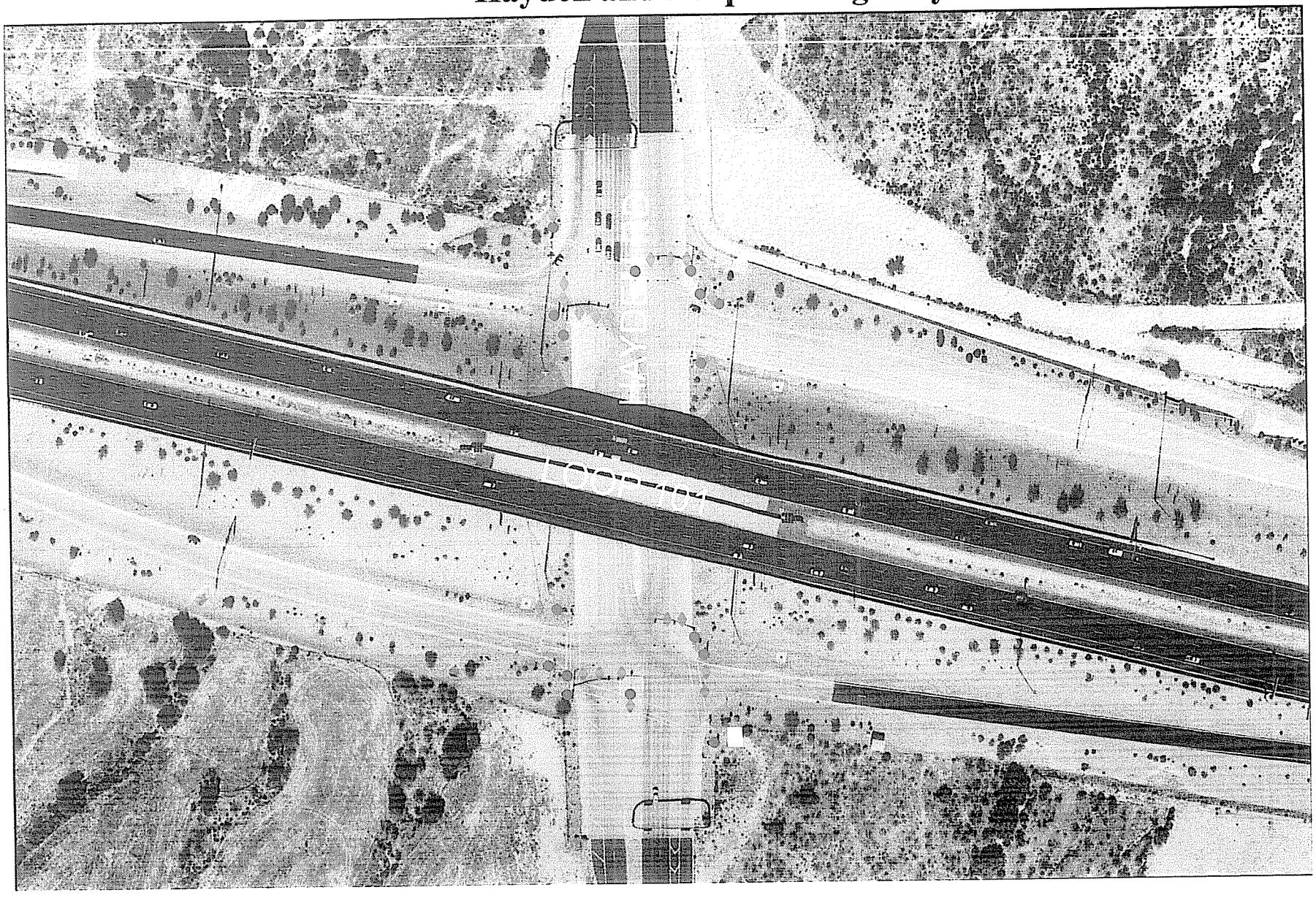
Traffic Signal Heads: 24

Under Bridge Roadway Lights: 8

Streetlight Poles: 1

N

Hayden and Loop 101 Highway



Legend

Traffic Signal Pole

Traffic Signal Head

Controller Cabinet

Streetlight Pole

Inventory

Traffic Signal Poles: 16

Traffic Signal Heads: 22

Traffic Signal Luminaires: 2

Under-Bridge Roadway Lights: 8

Streetlight Poles: 0

N

Scottsdale and Loop 101 Highway

Legend

Traffic Signal Pole

Controller Cabinet

Traffic Signal Head

Streetlight Pole

Inventory

Traffic Signal Poles: 14

Traffic Signal Luminaires: 2

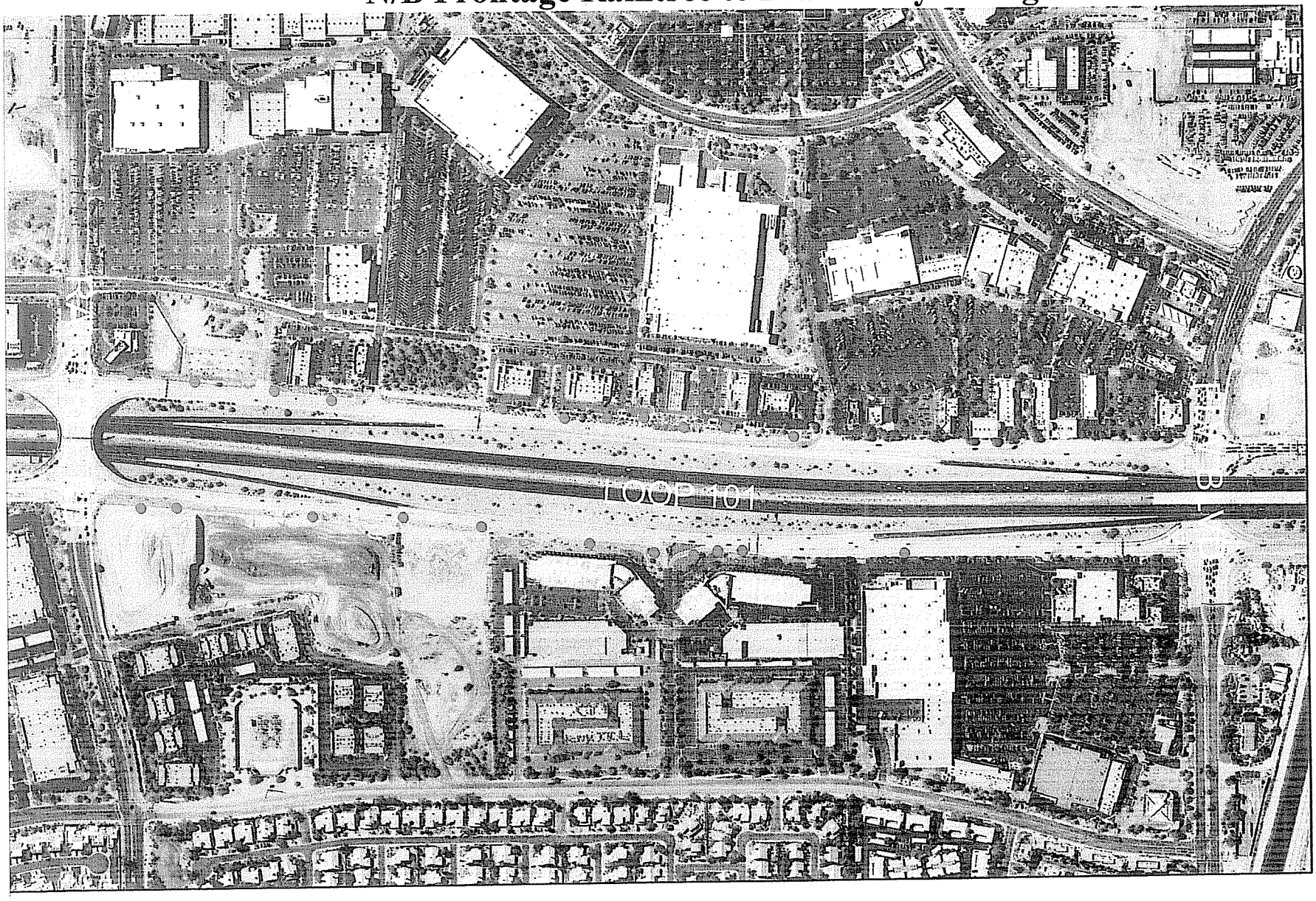
Traffic Signal Heads: 23

Under Bridge Roadway Lights: 8

Streetlight Poles: 0

N

N/B Frontage Raintree to Frank Lloyd Wright



Legend

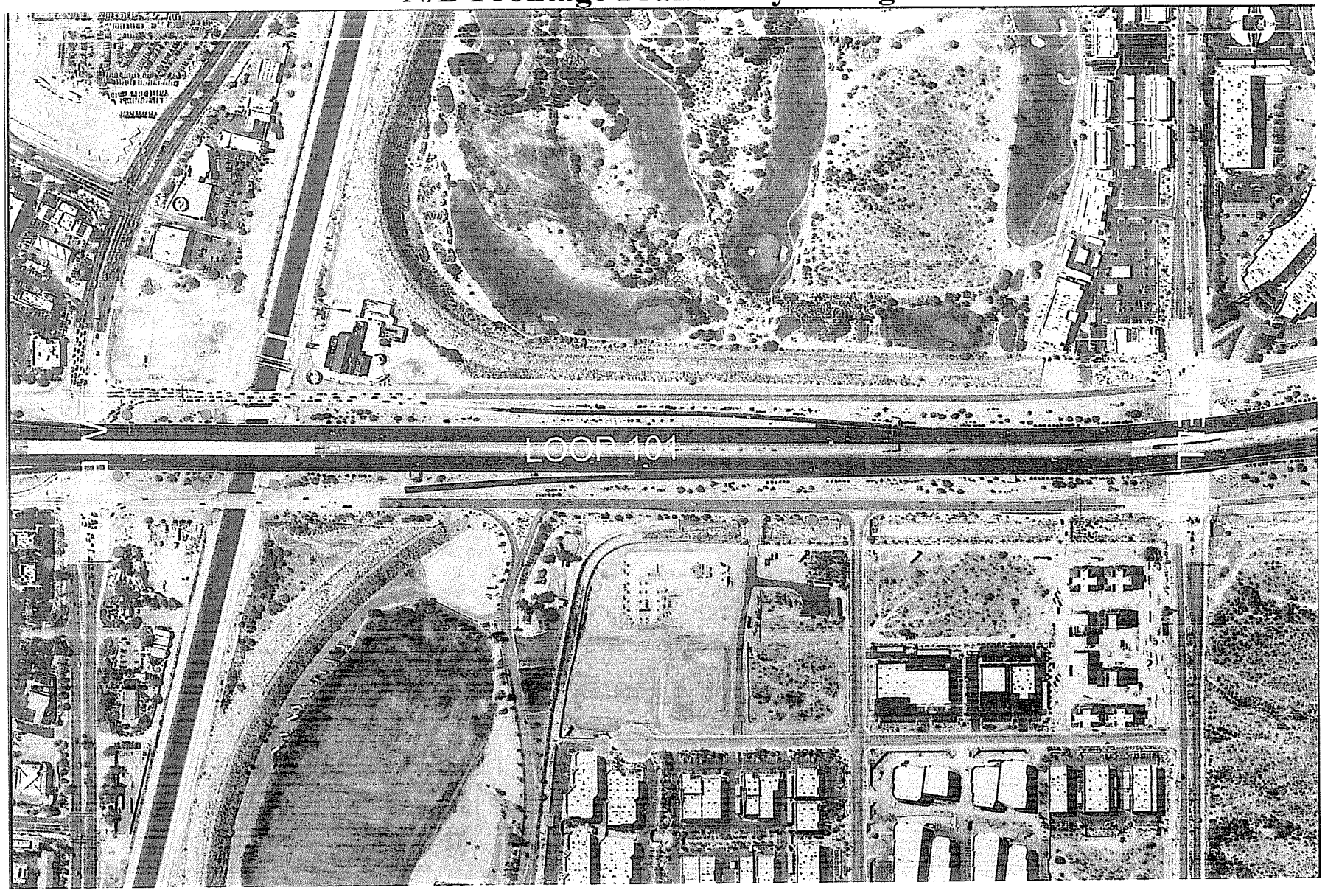
Streetlight Pole

Inventory

Streetlight Poles: 22

N

N/B Frontage Frank Lloyd Wright to Bell



Legend

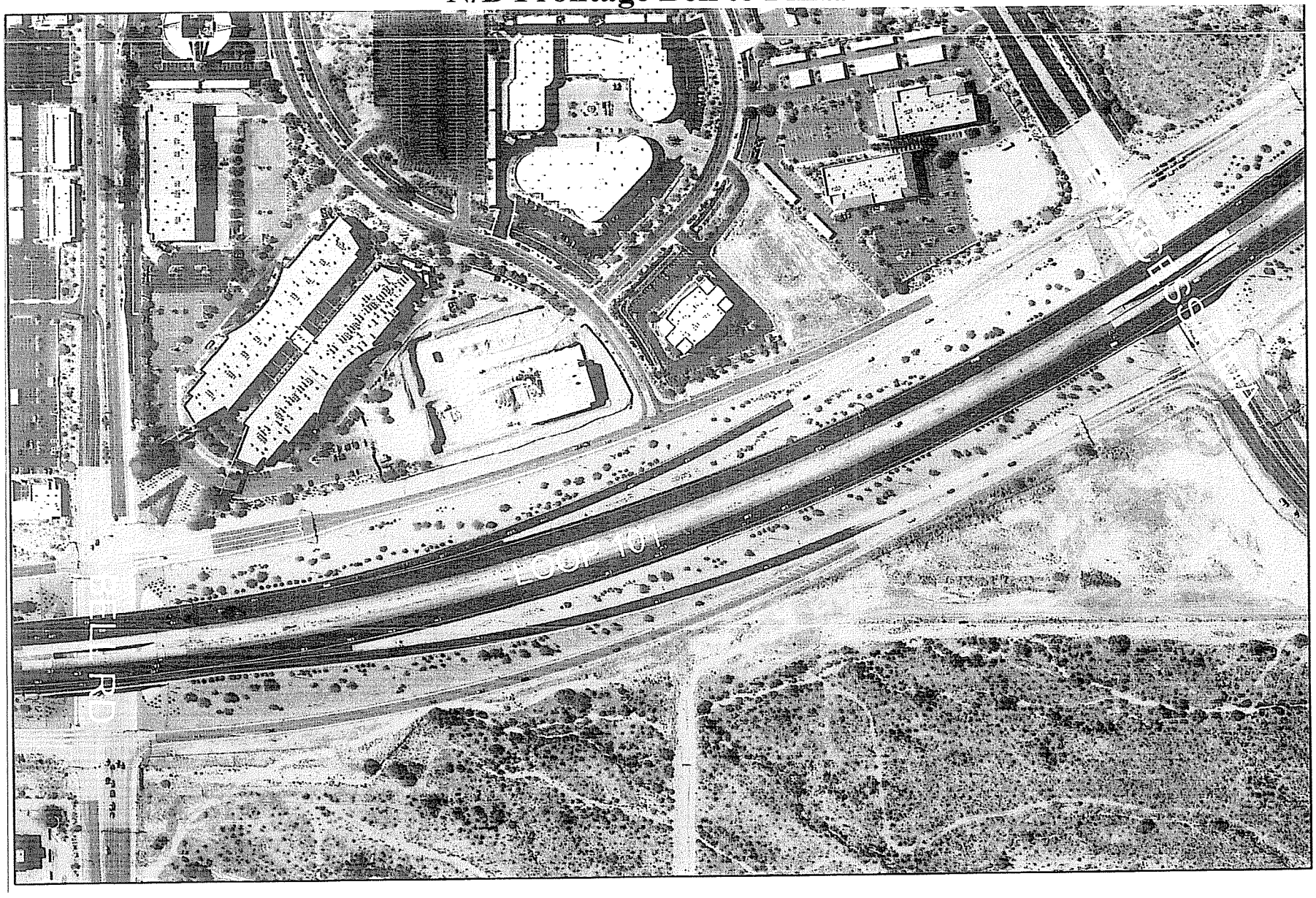
Streetlight Pole

Inventory

Streetlight Poles: 10

N

N/B Frontage Bell to Pima/Princess



Legend

Streetlight Pole

Inventory

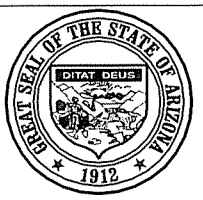
Streetlight Poles: 4

N

MATRIX OF THE ROLES AND RESPONSIBILITIES OF EACH PARTY

Type of Facility	Activity Definition	Maintenance Threshold	Responsibility
All Facilities and Equipment	Inspection	Annually	City
All Facilities and Equipment	Provision of Appropriate BlueStake Plans	Prior to City Assumption of BlueStake Responsibility	State
All Facilities and Equipment	BlueStake	Request from BlueStake Center	City
All Facilities and Equipment	Electric and Telephone Service	All Electric Energy Costs, and Telephone Charges for Interconnected Services	City
All Facilities and Equipment	Maintenance Records	As Required	City
All Facilities and Equipment	Damage Notification	If the Damage Requires Replacement	City
All Facilities and Equipment	Replacement of Damaged State Standard Equipment	Damage Level Requires Replacement	State
Coordinated Signal Systems	Operations Review	As Required	City
Traffic Signals	Controller Cabinet Quality Test and Evaluation	Before Installation	City
Traffic Signals	Routine and Emergency Maintenance, Repair & Safety Inspection	As Required	City
Traffic Signals	Quality Control Inspection	Annually	City
Traffic Signals	Re-Lamp	Bi-annually for Amber, Others As Needed	City
Traffic Signals	Paint Poles	As Required	City
Traffic Signals	Other Activities (e.g., loose signal heads, signal head alignment, pull box clean-out, etc.)	As Required	City
Traffic Signals	Signal Timing Interval Data	As Requested by ADOT	City
Lighting	Routine and Emergency Maintenance, Repair & Safety Inspection	As Required	City
Lighting	Paint Poles	As Required	City
Lighting	High-Mast Lighting Maintenance	As Required	State
Vehicle Detection	Replace	As Required	City

TERRY GODDARD
Attorney General



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Direct Line: 602.542.8837

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR04-1412-TRN, 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.

Date: 9 May 2007

Terry Goddard
ATTORNEY GENERAL

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:PHX #4089

RESOLUTION NO. 7078

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT, CONTRACT NO. 2006-215-COS, BETWEEN THE CITY OF SCOTTSDALE AND THE STATE OF ARIZONA ALLOWING THE CITY OF SCOTTSALE TO MAINTAIN AND OPERATE EIGHT INTERCHANGE TRAFFIC SIGNALS LOCATED ON THE PIMA FREEWAY, (SR101L) BETWEEN SCOTTSDALE ROAD AND SHEA BOULEVARD.

WHEREAS, the Arizona Revised Statutes §11-951 et seq. provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action, and

WHEREAS Arizona Revised Statutes section 28-401 authorizes the Arizona State Department of Transportation to enter into intergovernmental agreements for the improvement and maintenance of joint improvements and maintenance along state routes, and

WHEREAS, Arizona Revised Statutes section 48-572 authorizes the City to enter into intergovernmental agreements for traffic signal maintenance along state routes, and

WHEREAS, Article 1, §3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, and

WHEREAS, the City of Scottsdale desires to control the traffic signal timing at eight (8) interchanges within the City's boundaries for the purpose of coordinating the flow of traffic with adjacent signalized intersections.

WHEREAS, the Arizona State Department of Transportation will allow the City to control the traffic signal timing in exchange for the City's agreement to maintain and operate the traffic signals at these interchanges.

BE IT RESOLVED by the Council of the City of Scottsdale, Arizona as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement, Contract No. 2006-215-COS, (JPA 04-103-I) between the City and the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 24th day of April, 2007.

CITY OF SCOTTSDALE
An Arizona municipal corporation

BY: _____
Mary Manross
Mayor

ATTEST:

_____
Carolyn Jagger
City Clerk

APPROVED AS TO FORM:

_____
Deborah W. Robberson
City Attorney