C-5871
12/12/06

JPA File No.: JPA 06-129 I
AG Contract No.: KR06-1211TRN
Project: US 60
Section: SR101L-McDowell Road
TRACS No.: H712401C
Budget Source Item No.: City Advance 40310 / 40509

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE ADVANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date January 25, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the 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 MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section §28-401 and 28-7677 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, ordained to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Under the Grand Avenue, SR 101L to McDowell Road Major Investment Study (MIS) Phase II Plan prepared for Maricopa Association of Governments; several recommendations for improvements have been identified within the limits of City of Glendale, which include median landscaping and other aesthetic improvements. A sum of approximately $20 Million in required RTP funds have been shown for improvements within the limits of City of Glendale in the study.

4. The State has identified RARF funds in fiscal years (FYs) 2009 and 2010 in the Regional Transportation Program Freeway Plan (RTPFP) for design and construction of unidentified projects on US60 (Grand Avenue) from SR101L to McDowell Road. The funding shown directly corresponds to the amount shown in the MIS II. The City requests that the State accelerate the design and construction of some of the improvements on Grand Avenue between 43rd and 57th Avenues identified in the MIS II within the limits of the City of Glendale. The city will agree to fund, design and construct these landscape and aesthetic improvements, herein referred to as "the Project", an amount estimated at $240,000.00 for design & $2,665,000.00 for construction and construction engineering administration. Any changes to these amounts will be with the written concurrence of both the City and the State.

NO. 28685
Filed with the Secretary of State
Date Filed: 1-25-07
Secretary of State
By:

5. The State will recommend to the State Transportation Board that the State reimburse the City for any funds expended to accelerate the Project from FY 2009 and 2010 to FY 2007 and reimburse the City with RTPFP funds on or after July 1, 2009 for design and 2010 for construction.

6. The Parties hereto agree and acknowledge to the following conditions: **a)** the amounts referenced in this Agreement are subject to change; **b)** the estimated amounts may change substantially; **c)** It is understood by the Parties that any amount exceeding the amount shown in I.4. herein, shall be the responsibility of the City; and **d)** the Parties will perform their responsibilities consistent with this Agreement.

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

II. SCOPE OF WORK

1. The City shall:

a. Retain and contract with a professional design consultant (the "Consultant"), to prepare to State standards, design plans, specifications and other such documents and services required for the bidding and construction of the Project. Provide to the State for review, comments and concurrence.

b. Be responsible for any design-related Consultant claims for extra compensation due to delays, or whatever reason, attributable to the City. *Additionally, be responsible for post design services.*

c. Administer the Consultant contract and make all payments to the Consultant. Confer with the State on any design-related contract modifications.

d. Upon concurrence of the plans by the State, award one or more construction contract(s) for the Project. Administer the construction of the Project and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City. In addition, be responsible for any and all change orders attributable to the City.

e. Be responsible for any amount exceeding the amount shown in I.4. herein.

f. Obtain, per established procedures of the State's Phoenix District Permit Office, construction permit to accomplish the Project.

g. Furnish all potable or reclaimed water for landscape plant installation during the construction phase, the contractor's Landscape Establishment Phase and all water thereafter necessary to properly maintain the landscape at the City's expense.

h. Authorize and pay or waive any water development fees.

i. Be responsible for setting the water meters when ordered by the Contractor.

j. Perform the final inspection and notify the State in writing the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

k. Upon completion of the Project, be responsible for obtaining electrical power to operate the irrigation controllers.

l. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the *City* within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

m. At the conclusion of the contractor's maintenance and warranty period referred to in the construction contract as the Landscape Establishment Phase, assume responsibility for maintenance of the irrigation system as designated for the City, on the attached Landscape Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.

n. At the conclusion of the contractor's Landscape Establishment Phase, assume responsibility of paying for electrical power necessary to operate the City's irrigation system and controllers. In addition, assume responsibility for maintenance of the landscaping in areas designated for the City on the attached Landscape Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

o. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic controls on US 60, will meet the requirements of the "Manual for Uniformed Traffic Control Devices" (MUTCD).

p. Upon approval by the State Transportation Board of the RTPFP funding, invoice the State an estimated amount of $240,000.00 for acceleration of the design of the Project on or after July 1, 2009.

q. Upon approval by the State Transportation Board of the RTPFP funding, invoice the State an estimated amount of $2,665,000.00 for acceleration of the construction and construction engineering administration of the Project on or after July 1, 2010.

2. The State shall:

a. Review design plans, specifications and other such documents and services for construction of the Project and provide comments to the City, as appropriate.

b. Issue all clearances and permits necessary for the Project work.

c. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

d. Recommend approval by the State Transportation Board of the reimbursement to the City from the programmed RTPFP funding on or after July 1, 2009, for accelerating the design and on or after July 1, 2010 for the construction of the Project.

e. Upon approval by the State Transportation Board of the RTPFP funding and receipt of an invoice, remit to the City actual costs, currently estimated amount of $240,000.00 for acceleration of the design of the Project on or after July 1, 2009.

f. Upon approval by the State Transportation Board of the RTPFP funding and receipt of an invoice, remit to the City actual costs, currently estimated at $2,665,000.00 for acceleration of the construction and construction engineering administration of the Project on or after July 1, 2010.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in full force and effect until completion of the work contemplated herein and all reimbursements. This Agreement may be cancelled at any time by either party prior to the advertisements for design consultants, upon 30-days written notice to the other party. Should either party fail to fulfill its obligations set forth in this Agreement or withdraw its proposed plans for whatever reason, such party shall be responsible to the other party for all costs incurred by such party up to the time of withdrawal.

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 attorneys' 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, negligence, 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 in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to both Parties, who shall be afforded the same rights and interests for this Agreement only.

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 Agreement 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 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 Arizona Revised Statutes Sections 12-1518, as applicable.

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:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Glendale
Transportation Director
5800 West Glenn Drive
Glendale, AZ 85301
FAX : 623-915-1029

For Permit – Contact:
Arizona Department of Transportation
Phoenix District Permits Office
2140 W. Hilton Avenue, Mail Drop PM01
Phoenix, AZ 85009

10. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein it 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_____
ELAINE M. SCRUGGS
Mayor

STATE OF ARIZONA
Department of Transportation

By_____
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST:

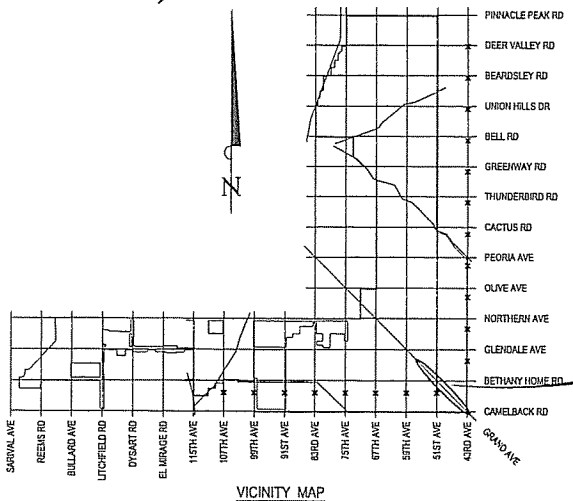
By_____
PAMELA HANNA
City Clerk

G:JPA 06-129-Glendale Acceleration
November 07, 2006-lg Clean Draft

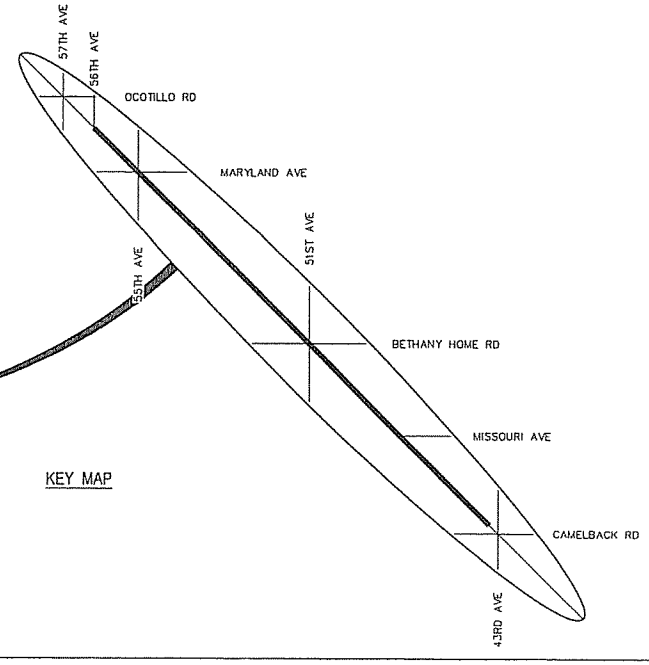
CITY OF GLENDALE
GLENDALE, ARIZONA

056006
PEDESTRIAN ENHANCEMENTS
GLENDALE DOWNTOWN
GRAND AVENUE MAINTENANCE EXHIBIT

GLENDALE



VICINITY MAP



KEY MAP

TOTAL MAINTENANCE AREA	
ADOT:	N/A
COG:	2 ACRES - MEDIANS
	1 ACRE - PECK SCHOOL

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REVISION DATE:
PLOTTING DATE: Nov 16, 2006
AUTOCAD VER.: 2005

CITY OF GLENDALE
TRANSPORTATION DEPARTMENT
5250 W. GLENDALE AVE
GLENDALE, ARIZONA 85301 623-930-3000

DESIGNED BJF
DRAWN BJF
CHECKED SRA

NO.	DATE	DESCRIPTION

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GLENDALE DOWNTOWN
GRAND AVE MAINT. EXHIBIT COVER

Kimley-Horn and Associates, Inc.

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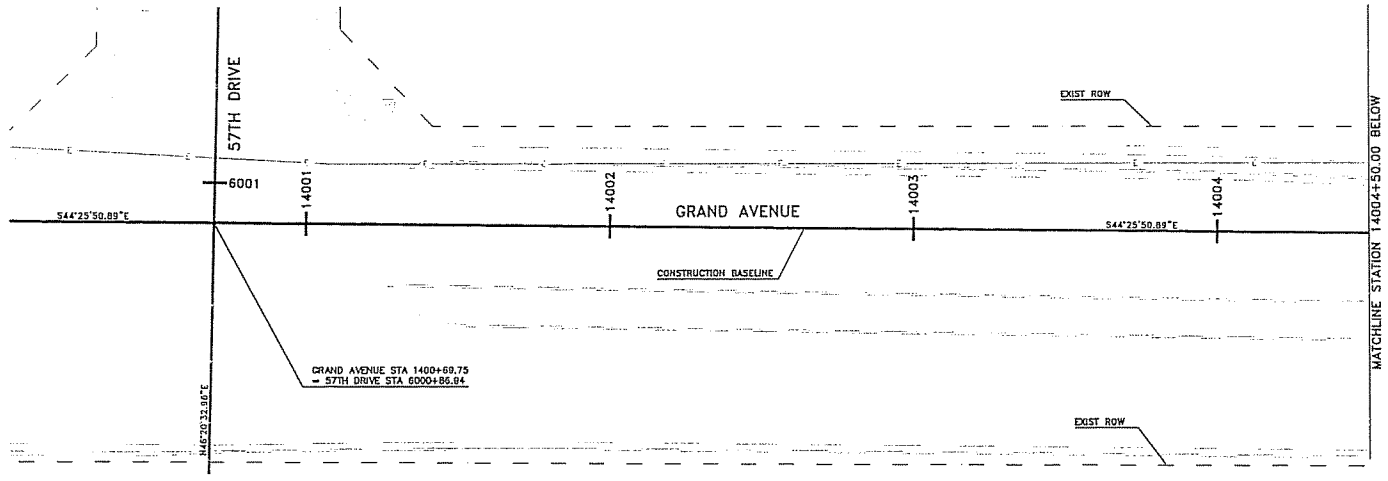

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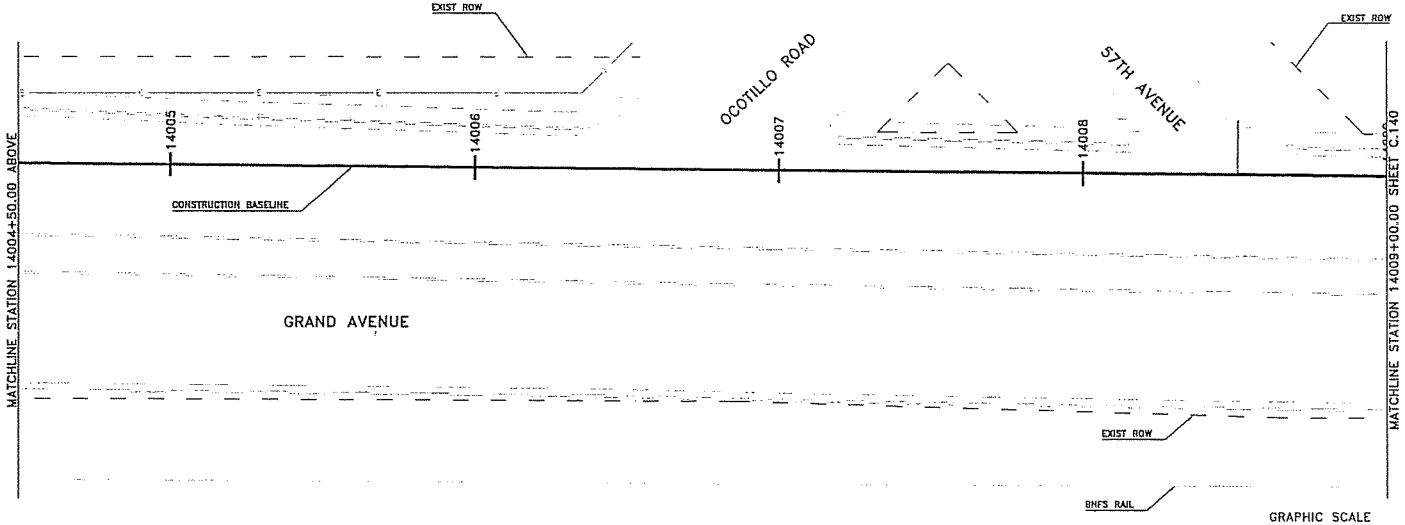

CITY OF GLENDALE MAINTENANCE AREA

NOTE:

THIS SHEET INCLUDED FOR INFORMATION PURPOSES ONLY

GRAPHIC SCALE

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REVISION DATE:
PLOTTING DATE: Nov 16, 2006
AUTOCAD VER.: 2004

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3310

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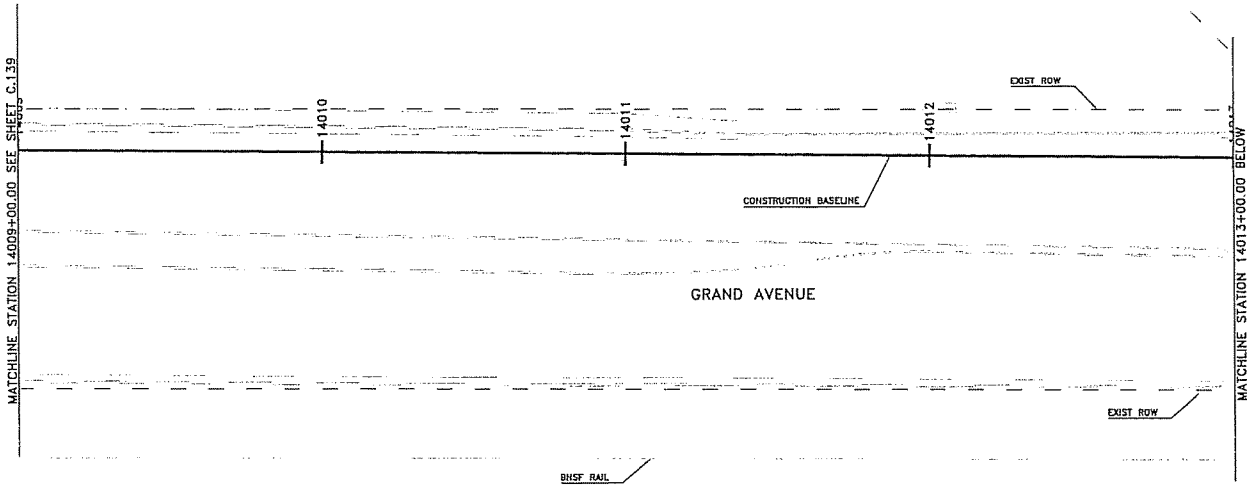

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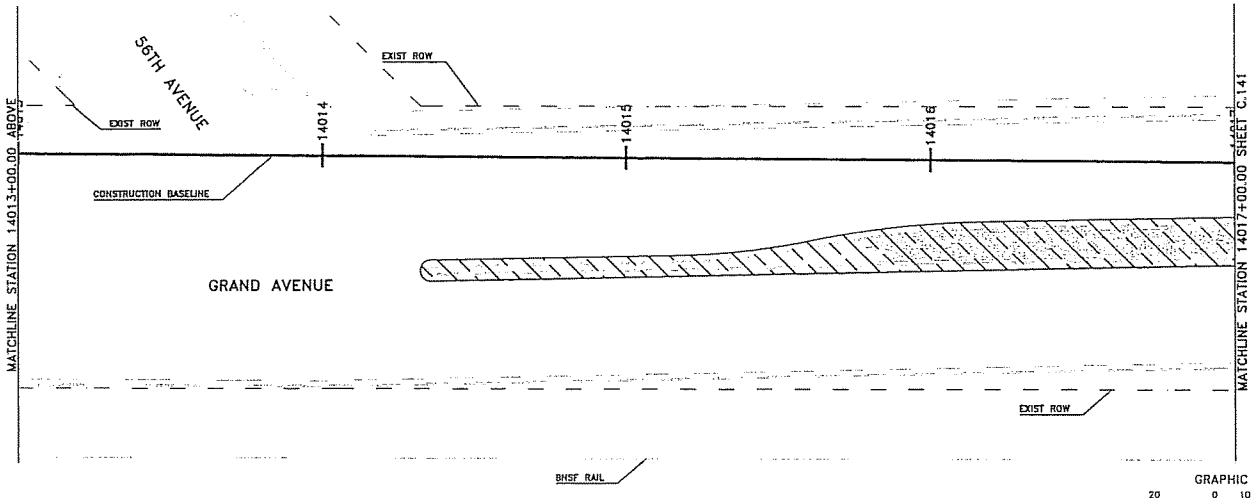
CITY OF GLENDALE MAINTENANCE AREA



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ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3530

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Kimley-Horn and Associates, Inc.
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

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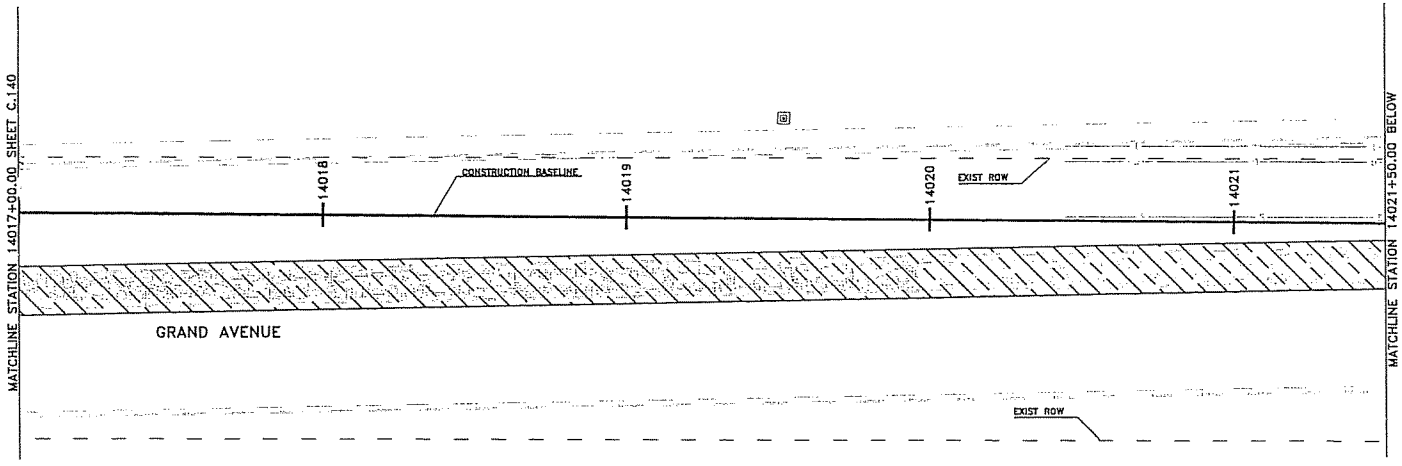
OF 14



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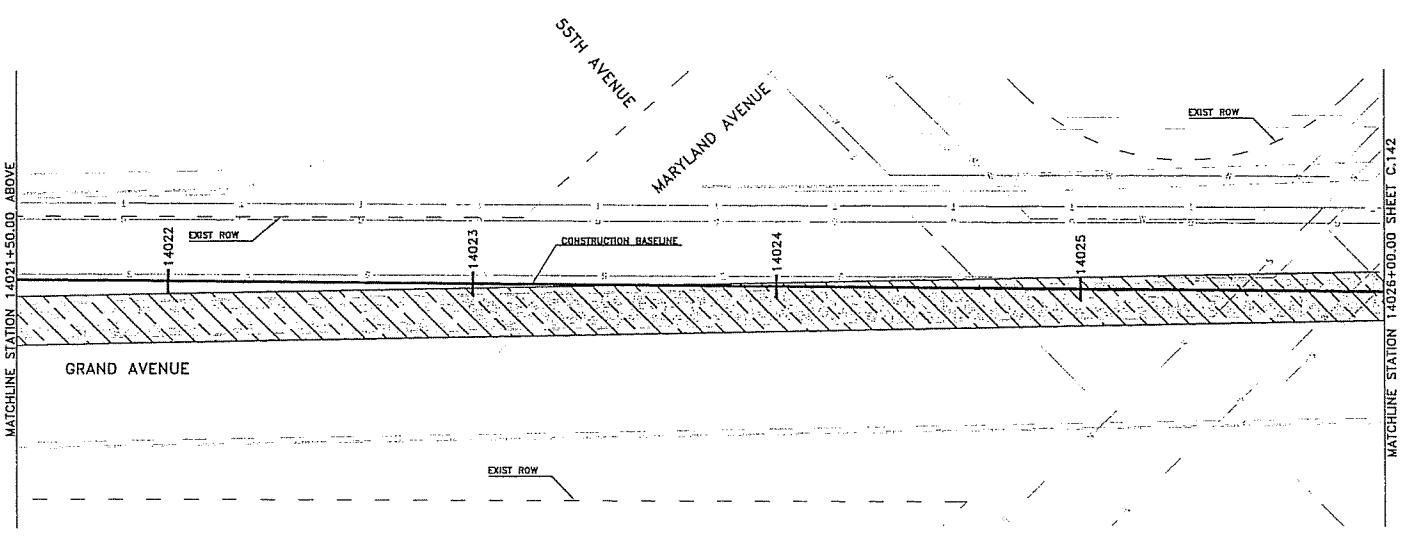

CITY OF GLENDALE MAINTENANCE AREA

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CITY OF GLENDALE
ENGINEERING DEPARTMENT
5650 W GLENDALE AVE
GLENDALE ARIZONA 85301 (623) 930-3930

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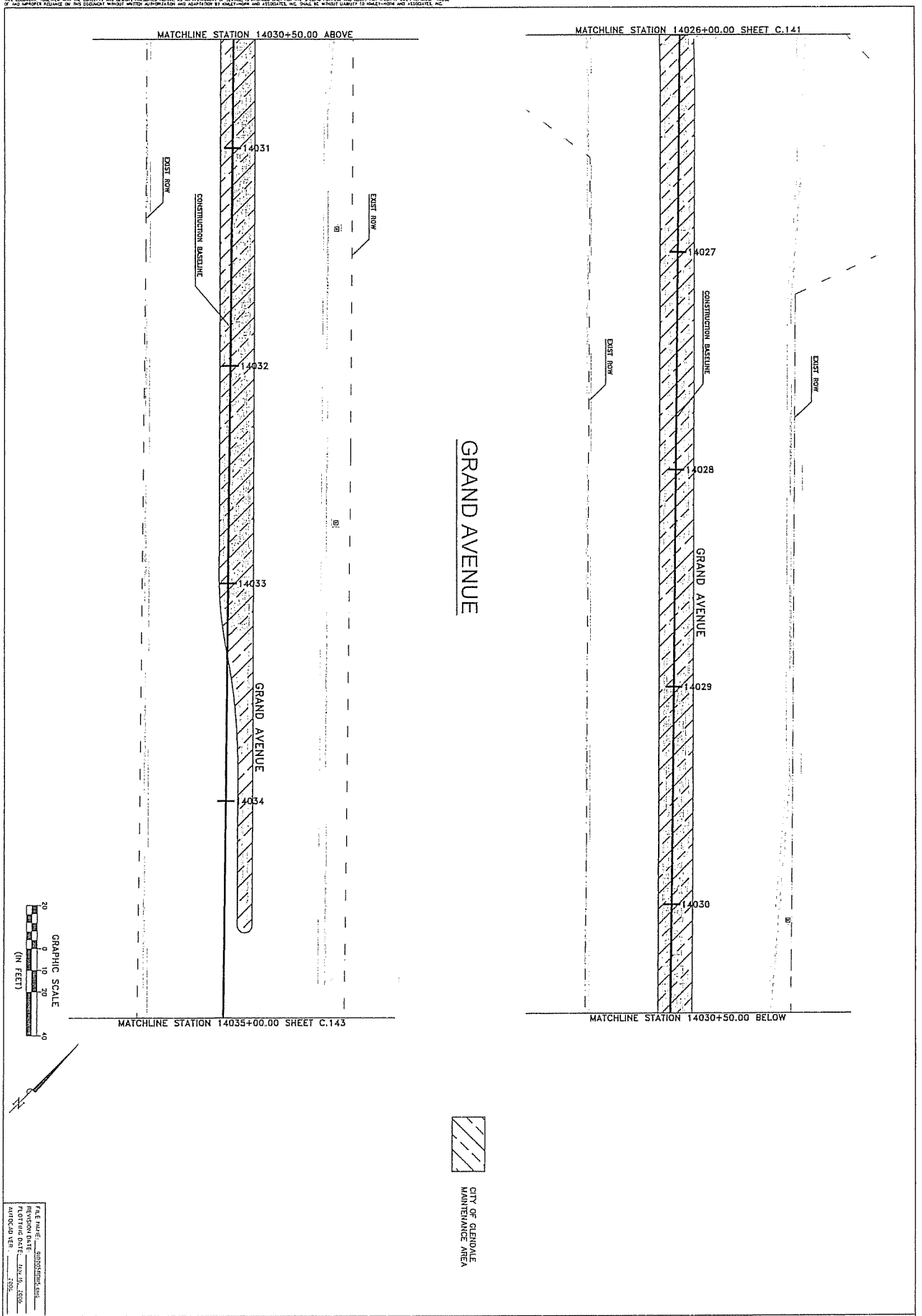

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AUTOCAD VER: 2004

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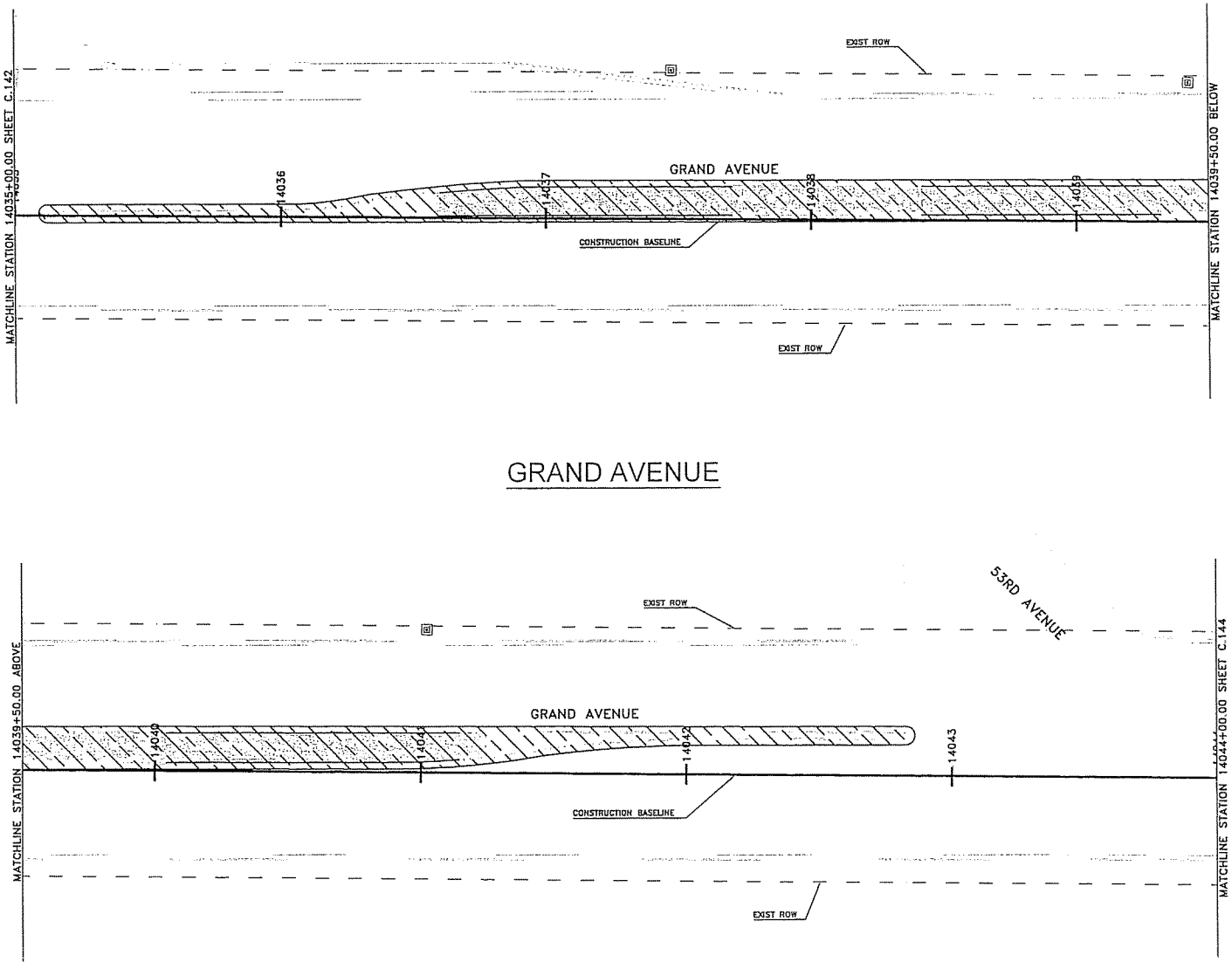
CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3530



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OF 14

CITY OF GLENDALE
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5959 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-2753

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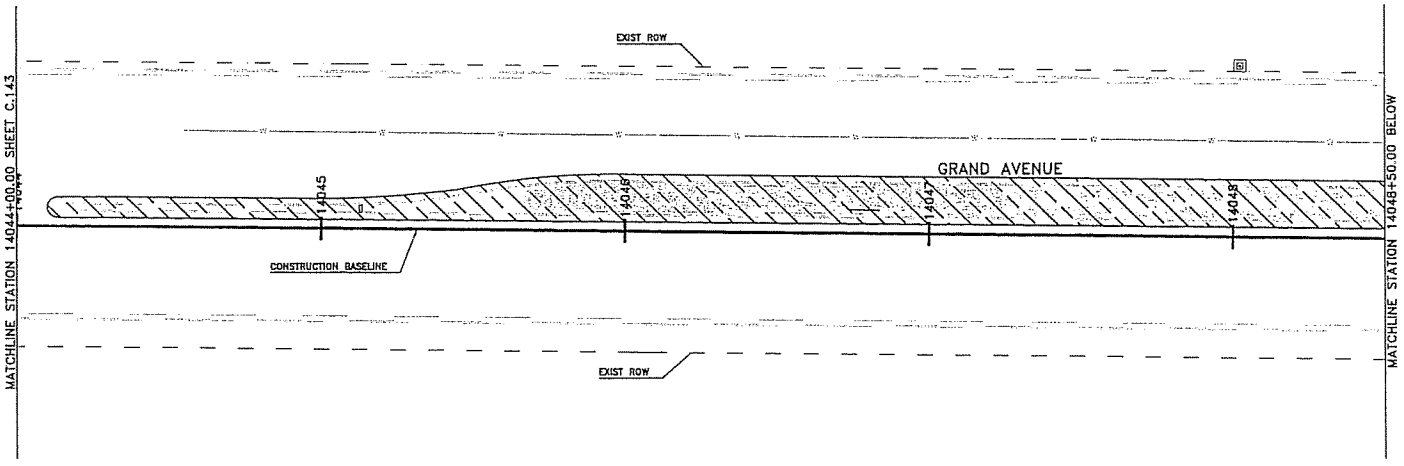

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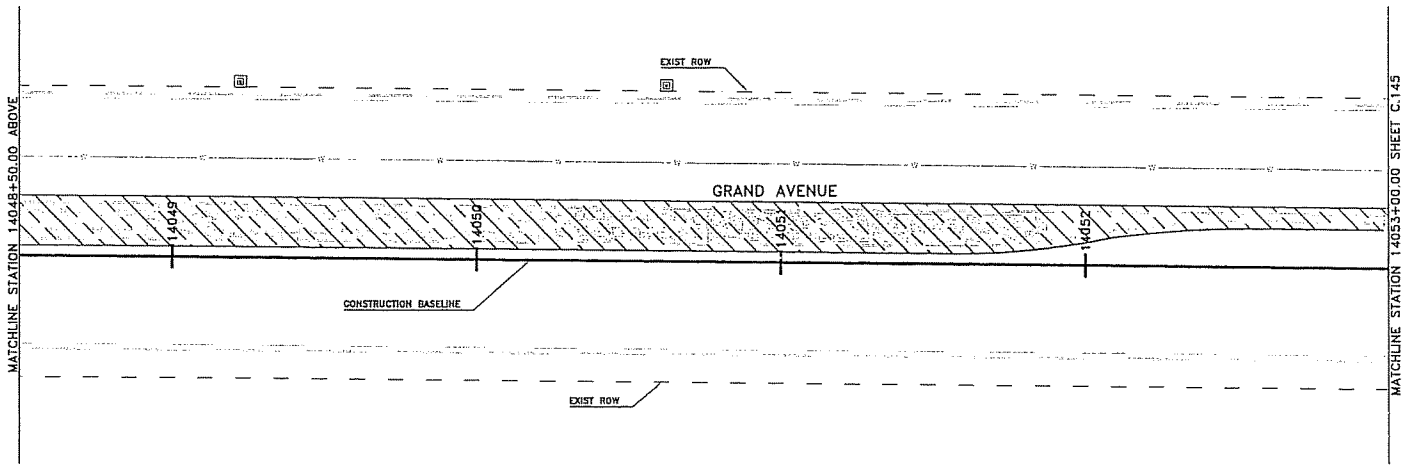

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5850 W. GLENDALE AVE
GLENDALE, ARIZONA 85301 (623) 930-2753

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7878 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

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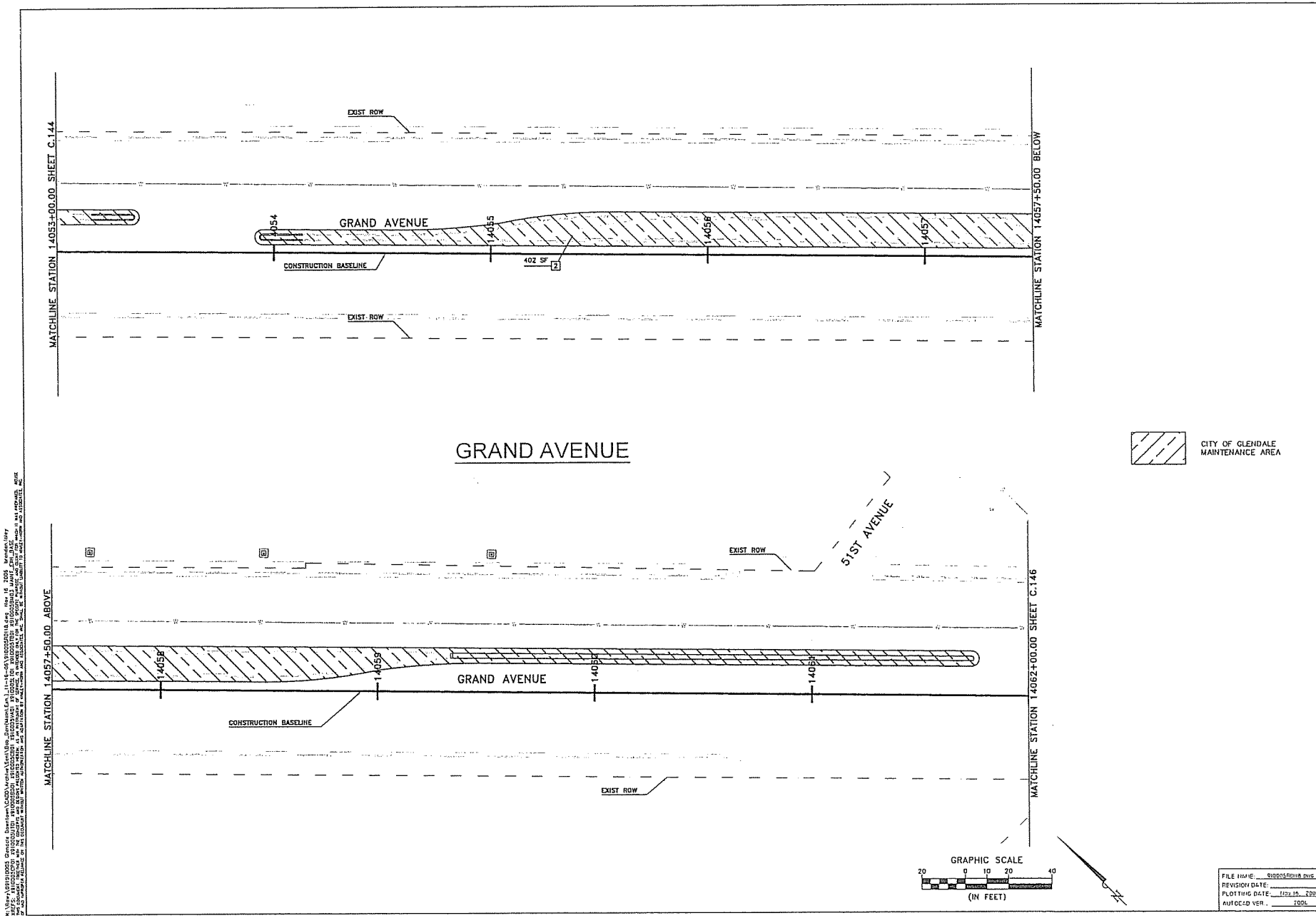

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3500

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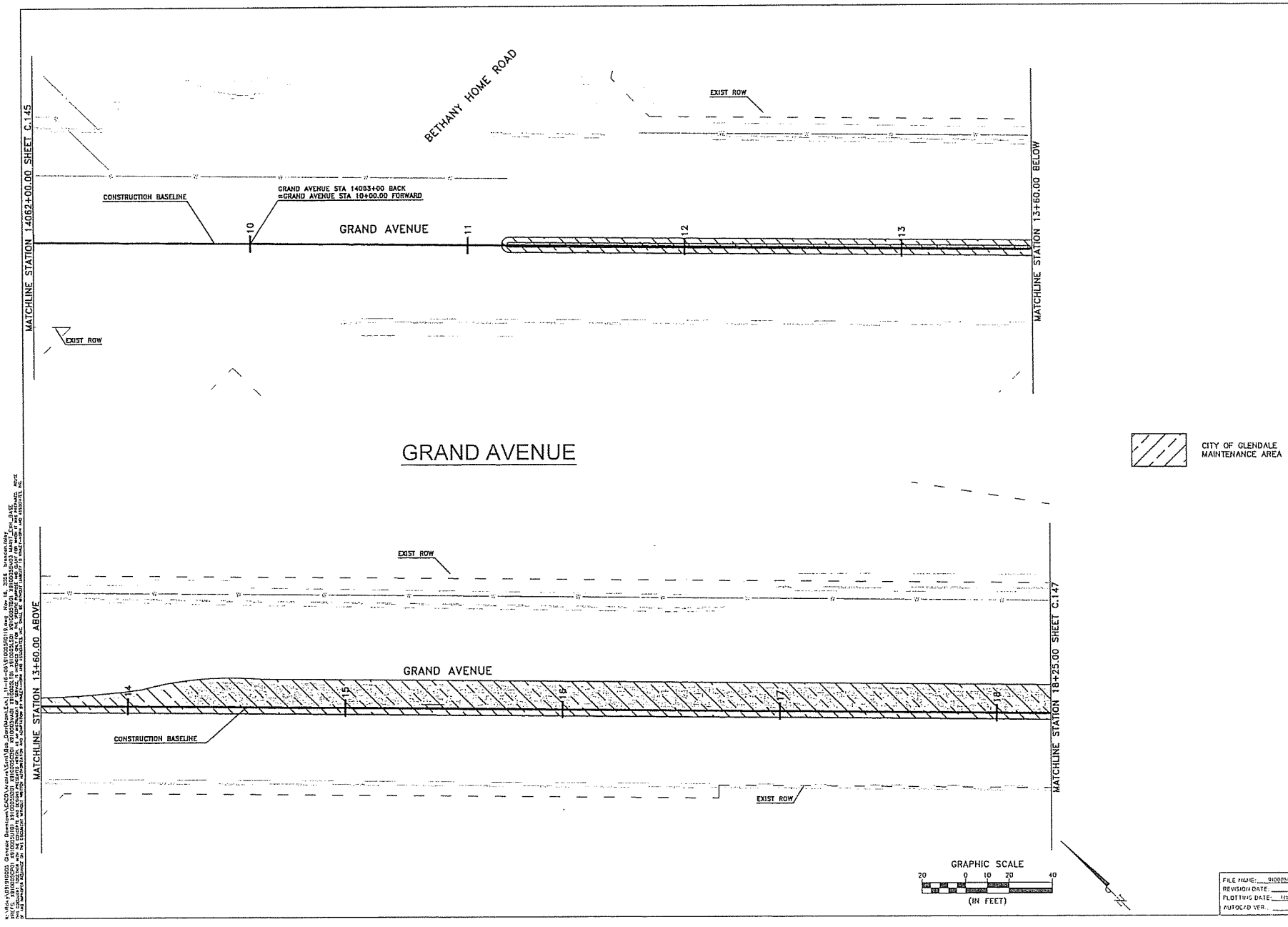

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-2970

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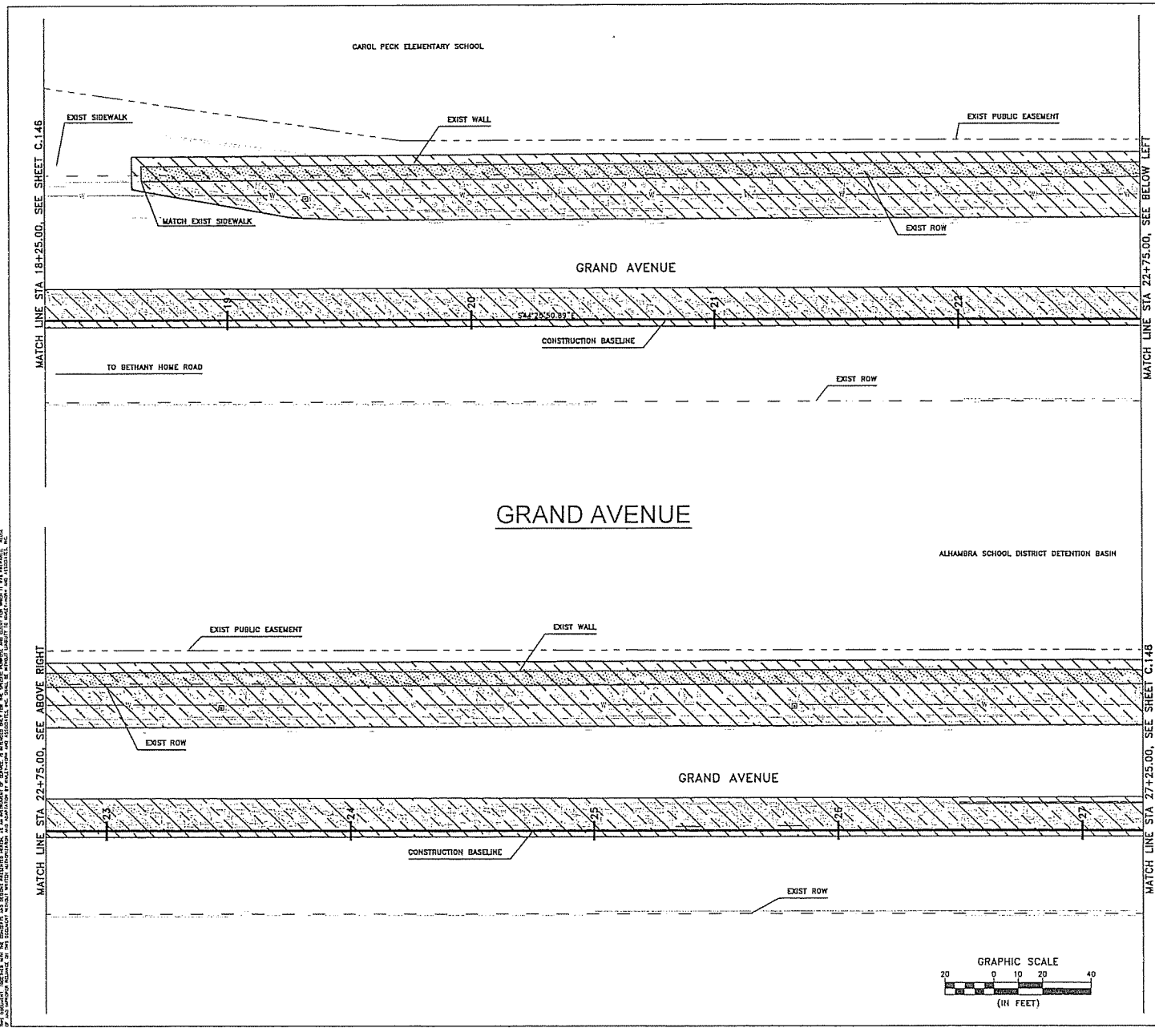

CITY OF GLENDALE MAINTENANCE AREA

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3620

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AUTOCAD VER.: 2006

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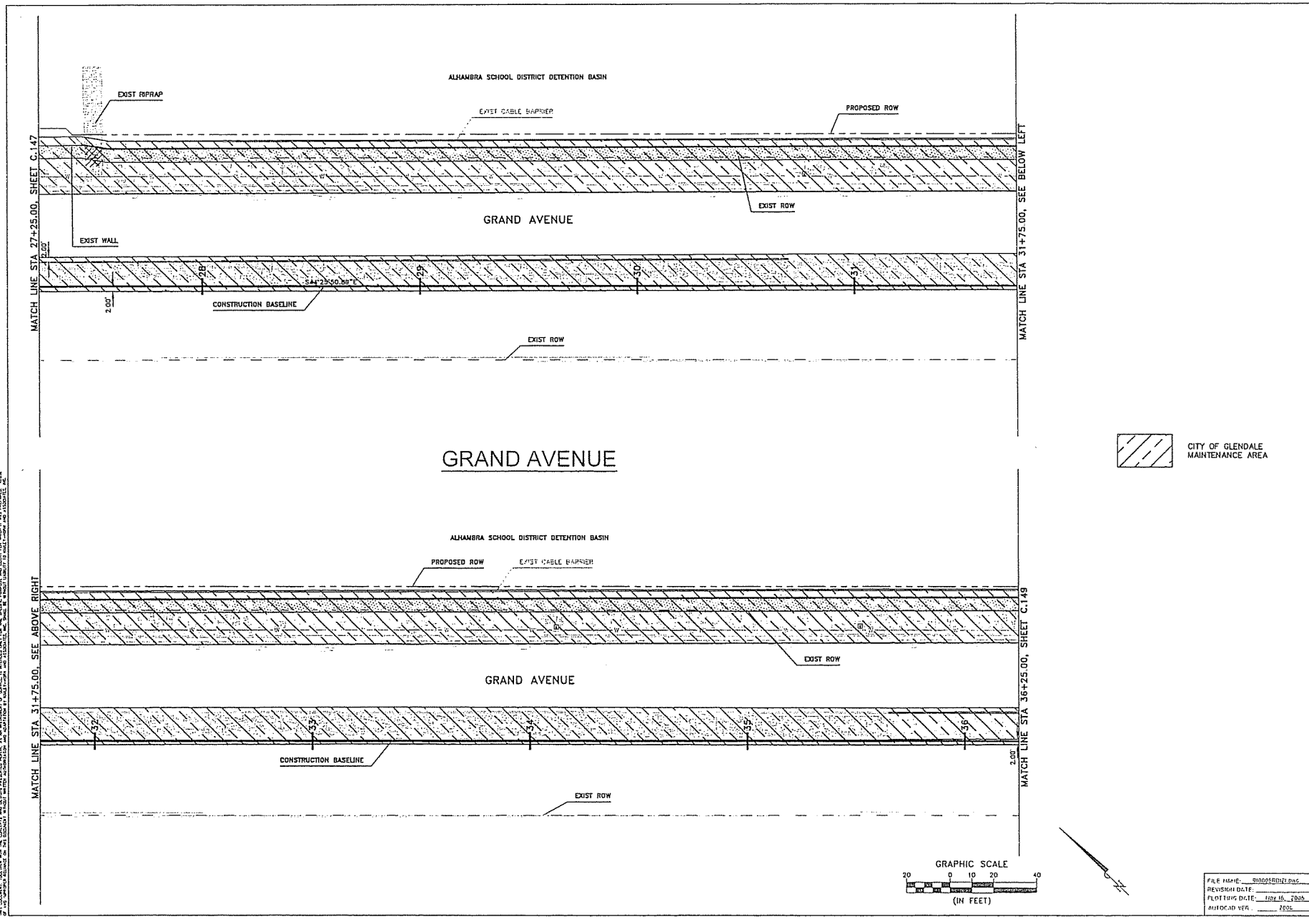

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3533

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PLOTTING DATE: Nov 16, 2006
AUTOCAD VER.: 2006

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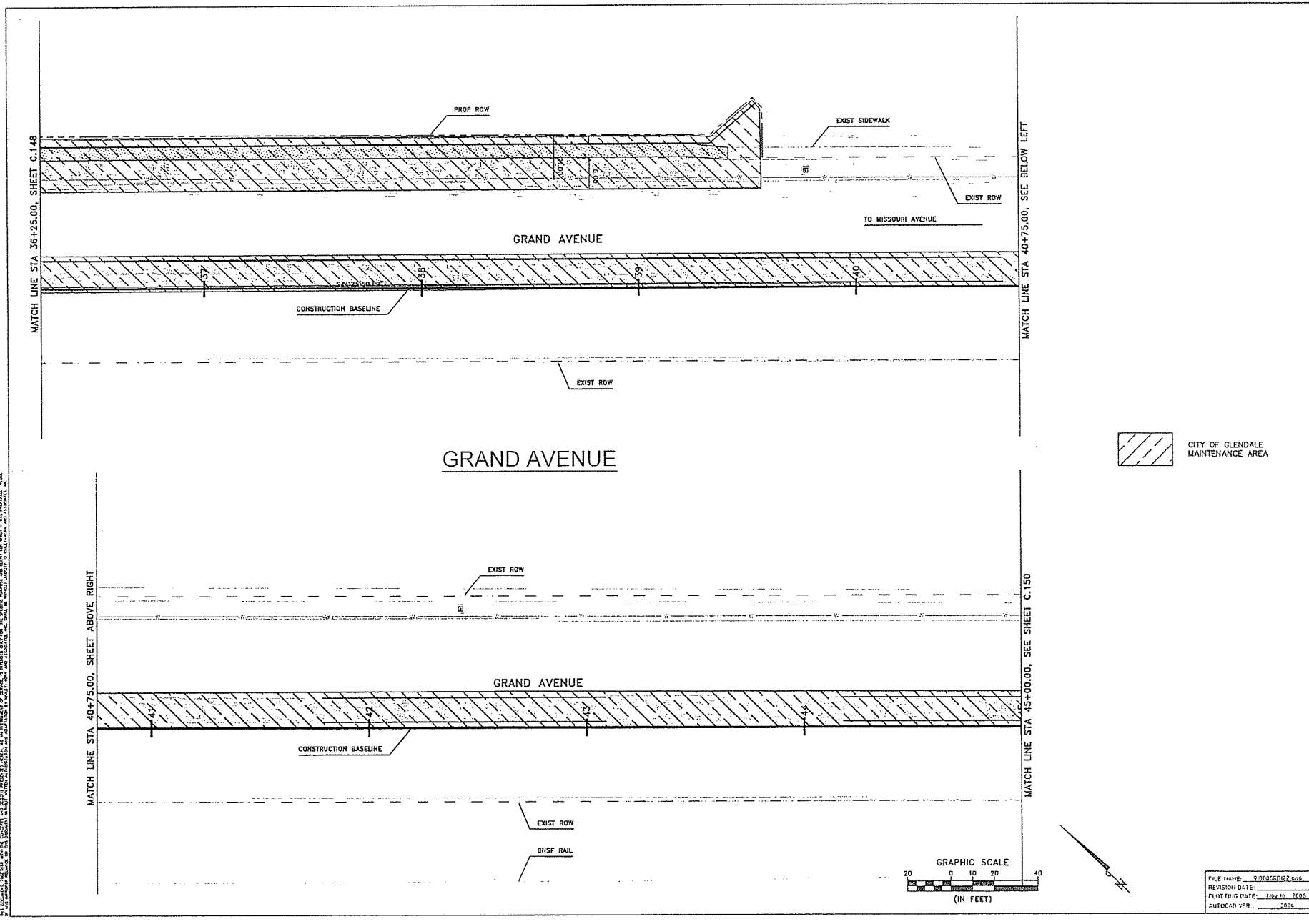

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-2630

DESIGNED BJF
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CHECKED SRA

NO	DATE	DESCRIPTION

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GLENDALE DOWNTOWN
GRAND AVE MAINT. EXHIBIT

Kimley-Horn and Associates, Inc.

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REVISION DATE:
PLOTTING DATE: Nov 16, 2006
AUTOCAD VER.: 2006

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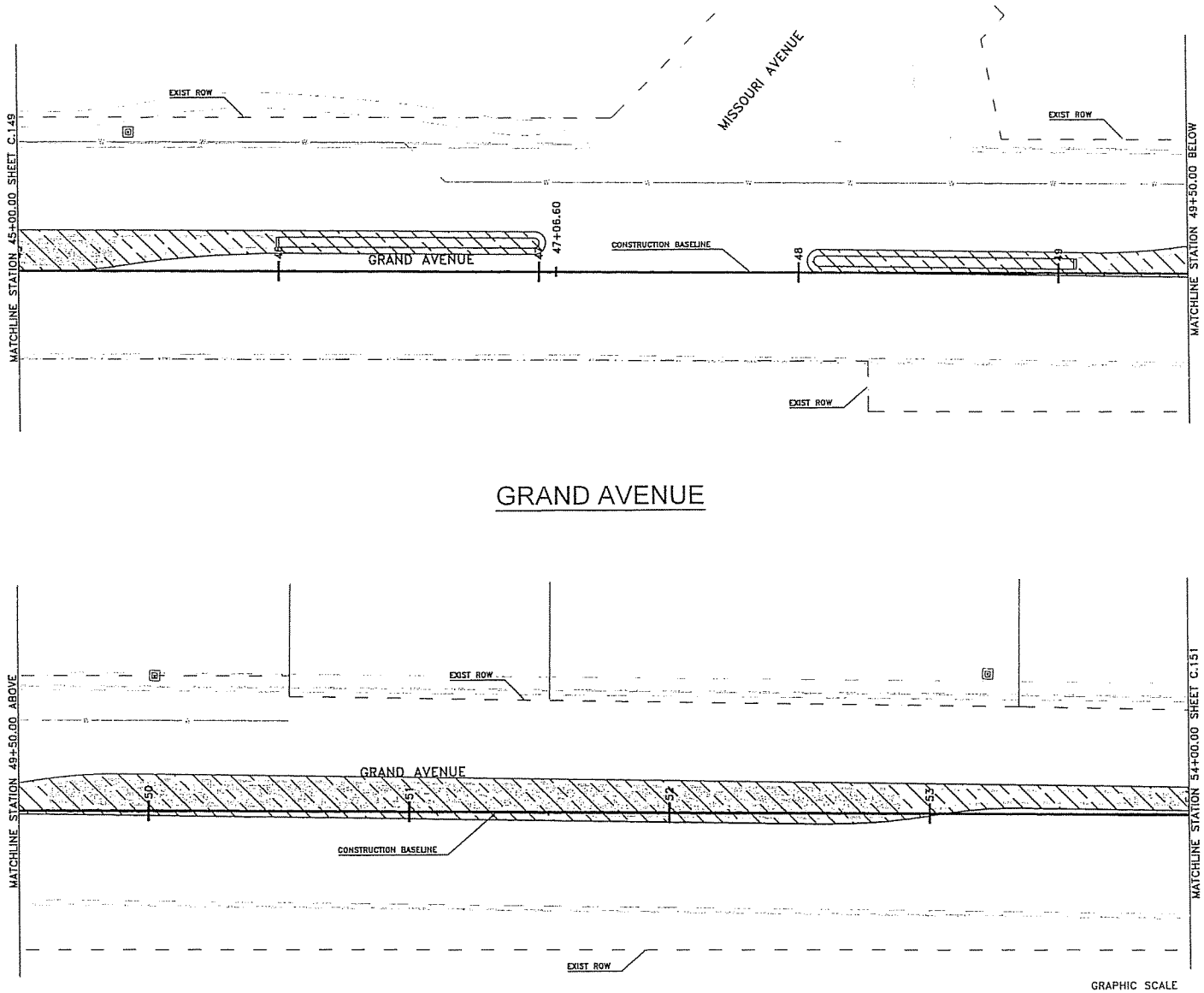
OF 14



CITY OF GLENDALE MAINTENANCE AREA

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE
GLENDALE, ARIZONA 85301 (623) 930-3533

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DRAWN CEM
CHECKED SRA

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GLENDALE DOWNTOWN
GRAND AVE MAINT. EXHIBIT

Kimley-Horn and Associates, Inc.

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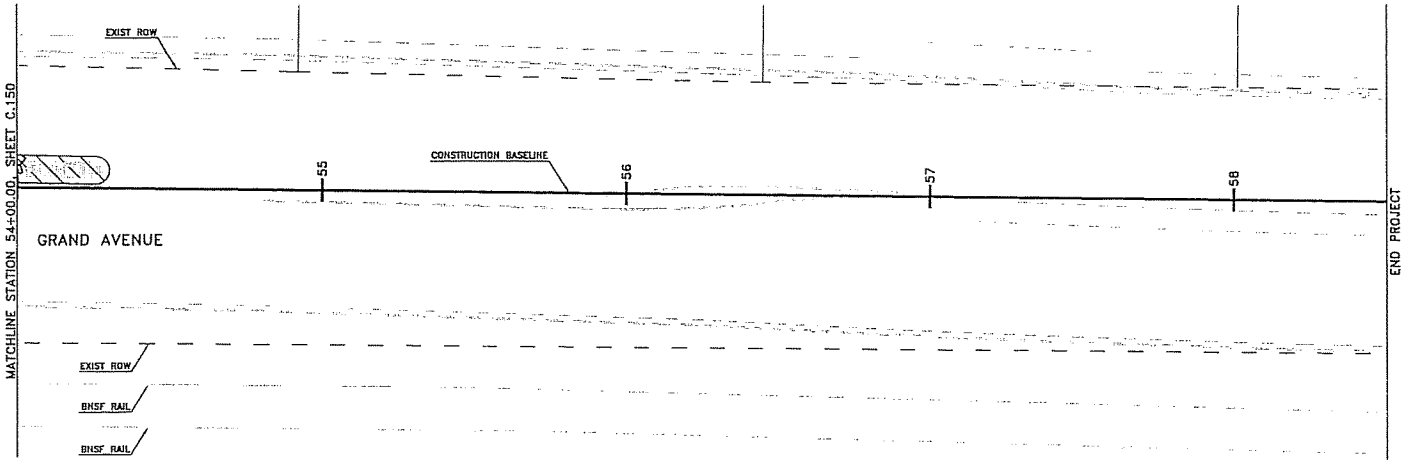
AUTOCAD VER.: 2004

SHT. 14
OF 13



GRAND AVENUE

CITY OF GLENDALE MAINTENANCE AREA

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)

FILE NAME: 910005R0126.dwg
REVISION DATE:
PLOTTING DATE: May 16, 2006
AUTOCAD VER.: 2006

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (623) 930-3930

DESIGNED BJF
DRAWN CEM
CHECKED SRA

	DATE	DESCRIPTION
△		
△		
△		
△		

REVISIONS

056006
PEDESTRIAN ENHANCEMENTS
GLENDALE DOWNTOWN
GRAND AVE MAINT. EXHIBIT

Kimley-Horn and Associates, Inc.

602-263-1100
1-800-STAKE-IT

SHT. 14
OF 14

JPA 06-129

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, 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 14th day of December, 2006.

City Attorney Craig Tindall

RESOLUTION NO. 4011 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF MEDIAN AND AESTHETIC IMPROVEMENTS ALONG GRAND AVENUE BETWEEN 43RD AVENUE AND 57TH DRIVE.

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 the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation **(JPA 06-129 I)** be entered into, which agreement is 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 agreement 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 12th day of December, 2006.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan Davis@azag.gov

INTERGOVERNMENTAL AGREEMENT -
Landscape Advance

DETERMINATION

A.G. Contract No. KR06-1211TRN (**JPA 06-129-I**), an Agreement between public agencies, i.e., The State of Arizona and The City of Glendale, 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: January 16, 2007

TERRY GODDARD
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:995221
Attachment