

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: UC
Amend No. _____

Date prepared: March 23, 2009

Council Meeting Date: May 5, 2009

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager *SD*

FROM: Andrew Granger, P. E., Engineering Director *AG*
Bill Mattingly, P. E., Public Works Director *WJM*

PREPARED BY: Richard Costa, Associate Engineer *RC*

SUBJECT: Amendment One to the existing Intergovernmental Agreement between the State of Arizona and the City of Peoria for maintenance of traffic signals along US 60 (Grand Avenue) (Project No. P-0012, CC-344, ADOT File No. IGA/JPA 82-012-I; AG Contract No. 82-42)

RECOMMENDATION:

Discussion and possible action to approve Amendment One to the existing Intergovernmental Agreement between the State of Arizona and the City of Peoria for maintenance of traffic signals along US 60 (Grand Avenue).

SUMMARY:

Existing IGA

On January 27, 1982, an Intergovernmental Agreement (IGA) was entered into, by and between the State of Arizona (State) and the City of Peoria (City) which establishes State and City obligations for operation and maintenance of traffic signals and/or highway lighting at the following intersection locations:

- US 60 & 91st Avenue
- US 60 & 85th Avenue
- US 60 & 83rd Avenue
- US 60 & Peoria Avenue

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 820424 LIC. # _____
Action Date: _____

Amendment One to the Existing Agreement

Amendment One to the existing IGA will add the following two intersections to the agreement:

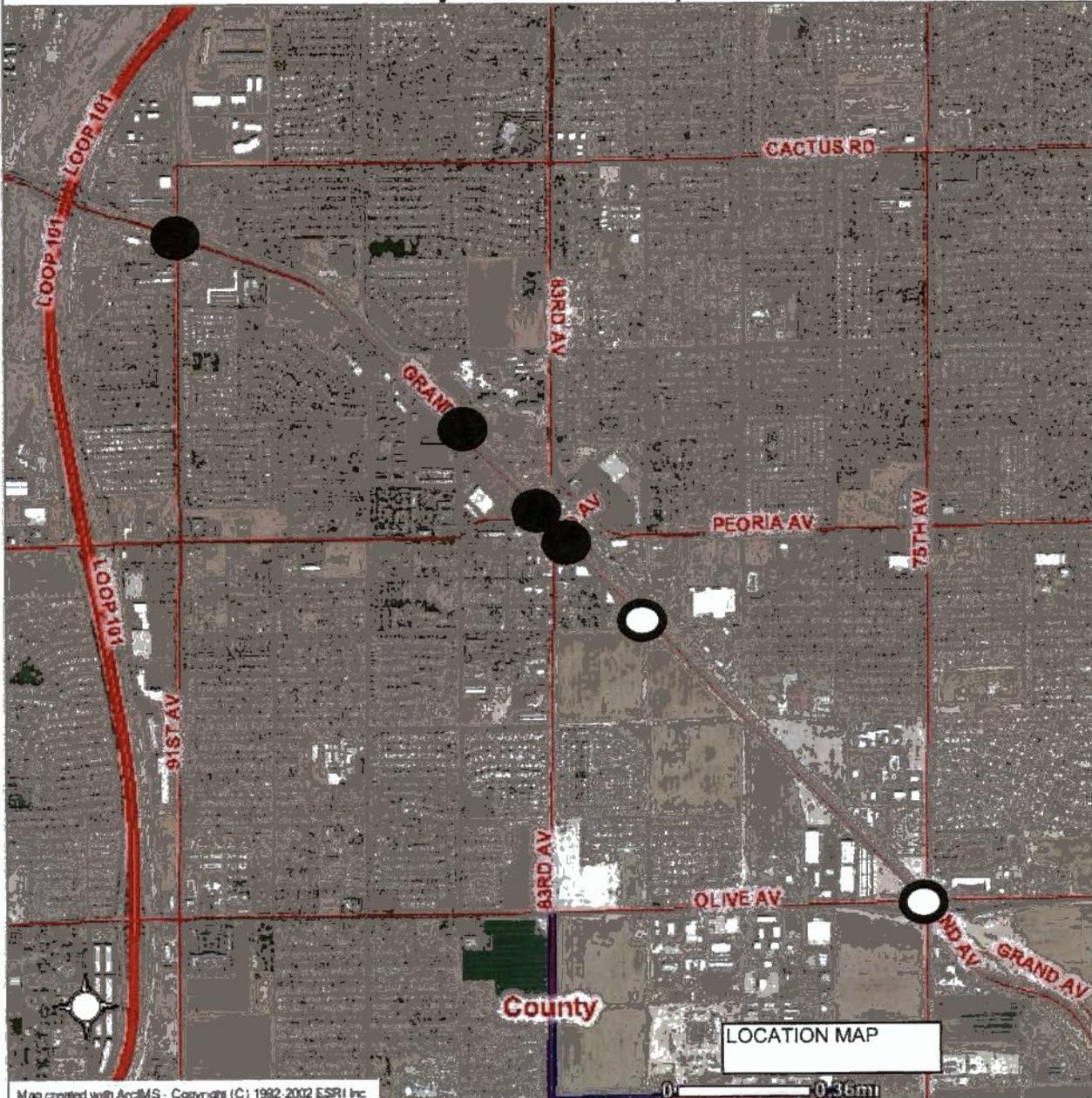
- US 60 & Cotton Crossing
- US 60 & 75th Avenue

The additional City operation and maintenance costs subject to this agreement is estimated at \$2,500 per year for adding the Cotton Crossing intersection to our current program. The cost for the 75th Avenue Intersection is included within the traffic signal operational budget.

ATTACHMENTS:

1. Location Map
2. Amendment No. One
3. Existing 1982 Agreement; IGA/JPA 82-012-I; AG Contract No. 82-42

City of Peoria GIS Map



Map created with ArcIMS - Copyright (C) 1992-2002 ESRI Inc.

LOCATION MAP

LEGEND

- Major Streets
 - Freeway
 - Major Street
 - City Limit
 - County Inland
 - External
 - Peoria
-
- EXISTING TRAFFIC SIGNALS COVERED BY PREVIOUS AGREEMENT
 - PROPOSED TRAFFIC SIGNAL SUBJECT TO THIS AMENDMENT NO. ONE

This map is based on imprecise source data, subject to change, and for general reference only.

ADOT File No.: IGA/JPA 82-012 - I
AG Contract No.: 82-42
Amendment One
Project: Master Maintenance of
Electrical Facilities
Section: City Wide
TRACS No.: N/A
Budget Source Item No.: N/A

**AMENDMENT ONE
MAINTENANCE
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA**

THIS AGREEMENT is entered into this date _____, 2008, Amendment No. One to JPA No. 82-012, A.G. Contract No.: 82-42, filed with the Secretary of State under No. 7627 dated 2/5/82, 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 PEORIA, 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 § 48-572 and City Charter, Article 1, Section 3(15) 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.

In accordance with Paragraph #7 of the attached Maintenance Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PEORIA, is amended per EXHIBIT C, attached hereto and made a part hereof, providing for the addition of traffic signals, to be incorporated into the existing list of intersections and operated and maintained as set forth in said Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, this Agreement is hereby amended as follows:

LCON82042A

The following Paragraphs are added:

12. The City will comply with the "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, as per A.R.S. 28-641, during all maintenance operations conducted by the City on State Highway right-of-way. Plans will be reviewed and/or approved by ADOT.

13. The State will grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual Blanket 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 Maintenance District's established procedures.

14. The City will obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Blanket 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 Maintenance District's established procedures, of which may be obtained through the District Office referenced herein.

15. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

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

17. 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".

18. Non-Availability of Funds: Every payment obligation of the State or 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 City at the end of the period for which the funds are available. No liability shall accrue to the State or City in the event this provision is exercised, and the State and City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

19. 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.

20. 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 637E
Phoenix, AZ 85007
(602)712-7124 FAX : 602-712-3132

City of Peoria
Attn: City Engineer
9875 N. 85th Avenue
Peoria, Arizona 85345
(623) 773-7301 FAX: (623) 773-7211

For Maintenance Permit – Contact:

Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S 22nd Ave, Mail Drop PM00
Phoenix, AZ 85017

21. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is 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.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF PEORIA

STATE OF ARIZONA

Department of Transportation

By _____
BOB BARRETT
Mayor

By _____
FLOYD P. ROEHRICH, Jr., P.E.
State Engineer

ATTEST:

By _____
MARY JO KIEF
City Clerk

EXHIBIT "C"

LETTER ADDENDUM

IGA/JPA 82-012

In accordance with Paragraph #7 of the Maintenance Agreement for electrical facilities, **AG Contract No.: 82-42, Secretary of State #7627, dated 2/5/1982**, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PEORIA, it is agreed by both parties that the following intersections be added to the existing list of intersections to be operated and maintained as set forth in said Agreement, attached hereto and made a part hereof.

US 60 & 75th Avenue

US 60 & Cotton Crossing

EXISTING LIST IN INTERSECTIONS CURRENTLY UNDER THIS AGREEMENT

US 60 & 91st Avenue

US 60 & 85th Avenue

US 60 & 83rd Avenue

US 60 & Peoria Avenue

IGA/JPA 82-012 - I

AMENDMENT ONE

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

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 PEORIA, 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 OF PEORIA 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 _____ day of _____, 2008.

City Attorney

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PEORIA, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

NO.....7627
FILED WITH SECRETARY OF STATE
Date Filed 6/5/83
.....
Secretary of State

highway lighting at the following locations:

US 60 & 91st Avenue
US 60 & 85th Avenue
US 60 & 83rd Avenue
US 60 & Peoria Avenue

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.
5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this STATE to enter into this Agreement and that it is in proper form.

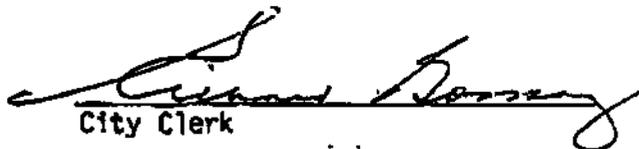
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

ATTEST:

CITY OF PEORIA


City Clerk

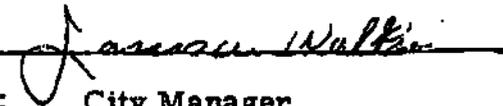
By: 
Title: City Manager

EXHIBIT "C"

LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PEORIA consummated on February 5, 1982 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Chief Deputy State Engineer

CITY OF PEORIA

By: [Signature]
Title: City Manager

ATTEST:

[Signature]
City Clerk

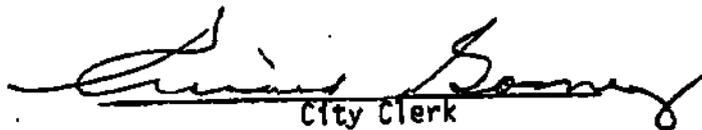
Date Signed: 10-6-81

PREMITTED IN ACCORDANCE
WITH A.D.O.T. PROCEDURES
BY *[Signature]*
FEB 1 1982
EXTERNAL AUDIT SECTION

CERTIFICATE OF RECORDING OFFICER

I, Richard Gomez, the duly appointed, qualified and acting City Clerk of Peoria, Arizona, do hereby certify that the attached extract from the minutes of the regular meeting of the Mayor and Council of the City of Peoria, held on September 22, 1981, is a true and correct copy of the original minutes of such meeting on file and of record insofar as they relate to the matters set forth in the attached extract.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City of Peoria this 6th day of October, 1981.


City Clerk

(SEAL)

Regular Meeting
September 22, 1981
Page 5

CC-341 Murphy Park - SRP Easement

Councilman Gibbs moved to authorize the City Manager to execute the easement document. Motion seconded by Councilman Brown and carried unanimously.

CC-342 New River Greenbelt - Apollo Mobile Park

Councilman Gibbs moved to authorize the City Attorney to prepare a non-exclusive permit/agreement authorizing the development of a greenbelt, with the stipulation that a landscaping plan be developed and brought back to the Council before execution of the document. Motion seconded by Vice-Mayor Buckeye and carried unanimously.

CC-343 Portable Painting Platform

Councilman Brown moved to authorize awarding the bid to Hiway Marking Systems, at a total cost of \$11,980.00. Motion seconded by Councilman Gibbs and carried unanimously.

CC-344 Grand Avenue Signalization/Illumination

Councilman Gibbs moved to authorize the City Manager to execute the Agreement as presented. Motion seconded by Councilman Palmer and carried unanimously.

CC-345 Fire Prevention Films

Councilman Gibbs moved to authorize the purchase of approximately \$600. for fire prevention films. Motion seconded by Councilman Palmer and carried unanimously.

CC-346 Video Equipment - Police Department

Councilman Gibbs moved to award the bids and authorize the purchase of video equipment, totaling \$3,992.05 as recommended. Motion seconded by Councilman Osuna and carried unanimously.

CC-347 Northern Avenue Sewer Line

The City Attorney advised the Council that the City would probably face unfavorable legal problems if other than the low bidder is awarded the contract due to specifications and language used in the bids. His recommendation would be to go along with the Public Works Director and the City Engineer's recommendation. Councilman Brown then moved to award the construction bid to Northern Avenue Contracting Company pursuant to their bid. Motion seconded by Councilman Gibbs and carried unanimously.

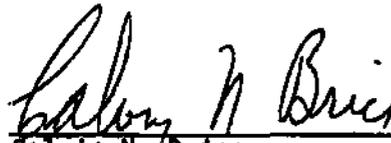
M E M O

January 15, 1982

TO: City Manager
FROM: City Attorney
SUBJECT: MAINTENANCE INTERGOVERNMENTAL AGREEMENT

Pursuant to A.R.S. 11-952(D), that agreement entitled Maintenance Intergovernmental Agreement between The State of Arizona and The City of Peoria, concerning the operations and maintenance of traffic signals and/or street lighting at the following locations: US 60 & 91st Avenue, US 60 & 85th Avenue, US 60 & 83rd Avenue, US 60 & Peoria Avenue, has been submitted to this office for review.

It is my opinion, as Peoria City Attorney, that the proposed Agreement is in proper form and is within the powers and authorities granted under the laws of the State of Arizona to the City of Peoria, and complies with all provisions and authorities of the Peoria City Code.



Calvin N. Brice
City Attorney