

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: _____
Amend No. _____

Date prepared: January 18, 2011

Council Meeting Date: February 15, 2011

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

FROM: Andrew Granger, P. E., Engineering Director
William Mattingly, P. E., Public Works - Utilities Director

SUBJECT: Amendment No. Two to the existing Intergovernmental Agreement between the State of Arizona and the City of Peoria for maintenance of traffic signals along US 60 (Project No. PW-00161, CC-344, ADOT File No. IGA/JPA 82-012-I; AG Contract No. 82-42)

RECOMMENDATION:

Discussion and possible action to approve Amendment No. Two 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 highway lighting at the following intersection locations:

US 60 & 91st Avenue

US 60 & 85th Avenue

US 60 & 83rd Avenue

US 60 & Peoria Avenue

Amendment One to the Existing Agreement

On May 5, 2009, Amendment One to the existing IGA was entered into, by and between the State and City which added the following two intersections to the agreement.

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

Amendment Two to the Existing Agreement

Amendment Two to the existing IGA establishes City obligations for operation and maintenance of recently installed illuminated street name signs at the following intersection.

- US 60 & Cotton Crossing

These signs are energy efficient LED type fixtures which were included with the recently completed off-site development improvements by Wal-Mart. All other existing street name signs installed along Grand Avenue in Peoria do not meet our current standards and will continue to be maintained by the State until they are upgraded with future projects.

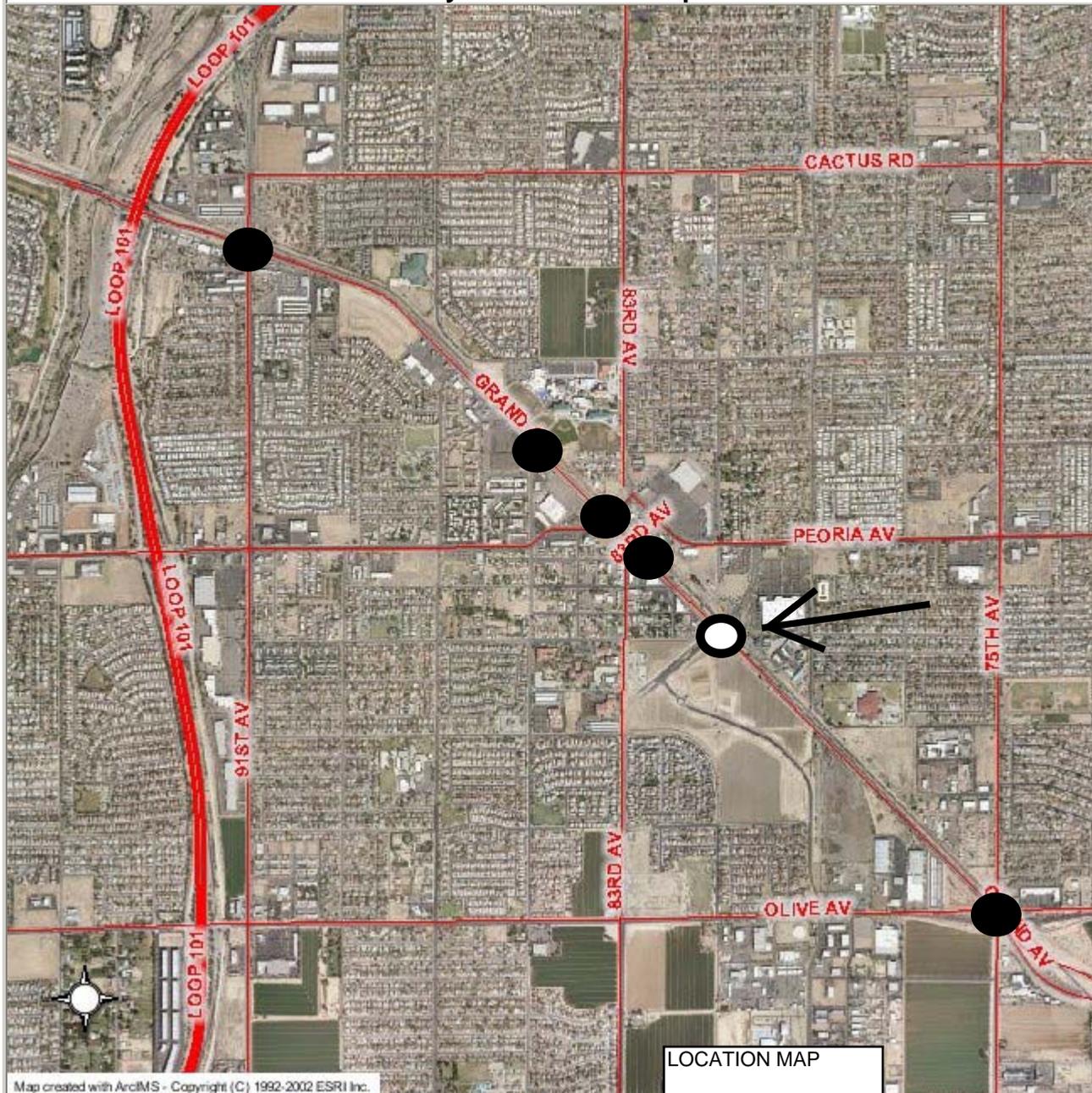
The additional City operation and maintenance cost subject to this agreement is estimated at \$1,000 per year for adding illuminated street name signs to the Cotton Crossing intersection to our current program.

ATTACHMENTS:

1. Location Map
2. IGA Amendment No. Two

CONTACT: Richard Costa, Associate Engineer, 623-773-7951

City of Peoria GIS Map



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

LOCATION MAP

LEGEND

Major Streets



Freeway

Major Street



EXISTING TRAFFIC SIGNALS COVERED BY PREVIOUS AGREEMENT INCLUDING AMENDMENT ONE.



PROPOSED SIGNAL LOCATION SUBJECT TO THIS AMENDMENT NO. TWO

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 No. Two

Project: Master Electrical Maintenance Agreement

Section: City wide

TRACS No.: MAINTAGR

Budget Source Item No.: n/a

**AMENDMENT NO. TWO
TO
MAINTENANCE
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PEORIA

THIS AGREEMENT, entered into this date _____, 2010, Amendment No. Two amending JPA No. 82-012-I, A.G. Contract No.: 82-42, executed Feb. 5, 1982 filed with the Secretary of State under No. 7627, and Amendment One executed June 5, 2009, pursuant to the Arizona Revised Statutes § 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".

RECITALS

WHEREAS, The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

WHEREAS, 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.

The purpose of this Amendment is to update Exhibit C of the Maintenance Agreement ("Agreement") per paragraph #7 of the original Agreement. The City desires to install, and will maintain, a special, illuminated street name sign at the intersection of US 60@ Cotton Crossing. Subsequent appurtenances installed or requested by the City will also be maintained by the City.

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

SCOPE OF WORK and MISCELLANEOUS PROVISIONS**Paragraphs 1, 2 and 10 are deleted and replaced in full as follows:**

1. The City will set aside sufficient funds and be responsible for electrical energy costs for those signals listed in Exhibit C under this Agreement to operate the traffic signals, highway lighting and any special appurtenances as listed on Exhibit C. The City will also be responsible for maintaining any City-installed illuminated street name signs and any other City-installed or requested enhancements.

2. The State will set aside sufficient funds and be responsible for operation and maintenance of those signals listed in Exhibit C under this Agreement, including routine and emergency repairs of all equipment with the exception of City-installed illuminated street name signs. The State will also be responsible for monthly telephone charges for traffic signal interconnect circuits when utilized. The State will not be responsible for electricity costs to power the traffic signals, highway lighting or illuminated street name signs.

10. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

Paragraphs 22 and 23 are added in full as follows:

22. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement, and the City may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works under this Agreement to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

23. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

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

PURSUANT TO ARIZONA REVISED STATUTES § 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 and Amendment One remain in full force and effect.

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

CITY OF PEORIA

STATE OF ARIZONA

Department of Transportation

By _____
BOB BARRETT
Mayor

By _____
ROBERT SAMOUR, P.E.
Deputy State Engineer, Valley Transportation

ATTEST:

Initial Draft Amendment Two 8/26/10
AG approved Amendment Two 1/6/11

By _____
WANDA NELSON
City Clerk

IGA/JPA 82-012-I

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 between 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 _____ day of _____, 2010.

City Attorney

EXHIBIT “C”

In accordance with Paragraph #7 of the Maintenance Agreement for electrical facilities 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 operated and maintained as set forth in said Agreement, attached hereto and made a part hereof.

LIST OF INTERSECTIONS CURRENTLY UNDER THIS AGREEMENT

US 60 & 91st Avenue

US 60 & 85th Avenue

US 60 & 83rd Avenue

US 60 & Peoria Avenue

US 60 & 75th Avenue

US 60 & Cotton Crossing – Illuminated Street Name Sign