

ADOT CAR No.: IGA 21-0008434-I
AG Contract No.: P001 2021 002105
Project Location/Name: SR101L and
Maryland Avenue
Type of Work: Wrong Way Detection
System
Federal-aid No.: NA
ADOT Project No.: H8533 01C
TIP/STIP No.: NA
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 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 A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. For the safety of the traveling public and mutual benefit of the Parties, a wrong way detection system will be installed on existing City signal poles within the State’s right of way at State Route 101 Loop (“SR101L”) and Maryland Avenue, (the “Project”). The State will install, operate, maintain, and own the Project. The City will allow use of its poles for the Project at no cost to the State. No exchange of funds is necessary for this Project. This Agreement is to address installation, maintenance, and ownership responsibilities of the Parties. The design, construction, and maintenance of the SR101L and Maryland Avenue ramps are addressed in IGA 13-0000824-I.

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. To each designate a project manager (PM) to coordinate the Parties' performance under this Agreement. Each PM will devote such time and effort to the Project as may be necessary for timely, good faith and convenient coordination among all persons involved with the Project and compliance with this Agreement.
2. The State will:
 - a. Execute this Agreement and designate an ADOT PM to coordinate with the City PM, as detailed above in Section II.1.a.
 - b. Prepare and provide the design plans, specifications and other such documents and services required for the installation of the Project and incorporate comments from the City as appropriate.
 - c. Provide one week notification to the designated City PM prior to accessing the City's poles for installation and preventative maintenance. Notify the City of any emergency work.
 - d. Be responsible to operate and maintain the Project.
 - e. Be responsible for the removal or relocation of the Project if necessary.
 - f. Hold the City harmless in the event that the equipment fails or is non-functioning.
3. The City will:
 - a. Designate a City PM to coordinate with the ADOT PM, as detailed above in Section II.1.a.
 - b. Review the design documents required for installation of the Project and provide comments to the State as appropriate. Work within the timeframes set forth by the State to not delay the Project.
 - c. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, access and mount to the City poles, as required, to conduct any and all Project installation and maintenance related activities for the Project. This temporary right will expire with completion of the Project.
 - d. Provide one week notification to the designated ADOT PM prior to the City performing signal upgrades that necessitate the removal or relocation of the Project.
 - e. Be responsible for the City's poles in accordance with IGA 13-000824-I.
 - f. Assume no liability as a result of allowing the State to place its equipment on the City's poles and or equipment.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of all Parties.
2. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until November 30, 2031. Prior to this date, this Agreement may be extended by mutual agreement of the Parties by an amendment. This Agreement may be cancelled at any time with 30 days prior notice to the other Party.
4. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
5. This Agreement shall be governed by and construed in accordance with Arizona laws.
6. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
7. The City shall retain all books, accounts, reports, files and other records relating to the Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
8. 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 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State 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.
10. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
11. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
12. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
13. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Glendale
Attn: Allan Galicia
Transportation Systems
Administrator
6210 W Myrtle Avenue
Glendale, AZ 85301
623.930.2761
AGalicia@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Transportation Systems Management and
Operations – Systems Maintenance Manager
2302 West Durango
Phoenix, AZ 85009
602.712.2317 (direct)
DLocher@azdot.gov

City of Glendale
Attn: Allan Galicia,
Transportation Systems
Administrator
6210 W Myrtle Avenue
Glendale, AZ 85301
623.930.2761
AGalicia@glendaleaz.com

15. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

16. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement 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.

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

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____ Date _____

JERRY P. WEIERS

Mayor

By _____ Date _____

BRENT A. CAIN, PE

Division Director

Transportation Systems Management and
Operations Division

ATTEST:

By _____ Date _____
JULIE K. BOWER
City Clerk

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 Arizona Revised Statutes §§ 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.

City Attorney

Date