

WHEN RECORDED RETURN TO:  
City of Glendale Transportation Department

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX AND THE  
CITY OF GLENDALE FOR THE INSTALLATION OF A HAWK SIGNAL  
AT CAMELBACK ROAD AND 53<sup>RD</sup> AVENUE

APPROVED BY THE CITY OF GLENDALE COUNCIL  
ON THE \_\_ DAY OF \_\_\_\_\_ 2023

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CITY OF GLENDALE TRANSPORTATION DEPARTMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX AND THE  
CITY OF GLENDALE FOR THE INSTALLATION OF A HAWK SIGNAL

AT CAMELBACK ROAD AND 53<sup>RD</sup> AVENUE  
CIPST23016 (53RD/CAMELBACK NEW HAWK)

This Intergovernmental Agreement (**Agreement**) is entered into between the City of Glendale, a municipal corporation (**Glendale**) and the City of Phoenix, a municipal corporation (**Phoenix**). Phoenix and Glendale are collectively referred to as the **Parties** or individually as the **Party**.

STATUTORY AUTHORIZATION

1. The Cities are authorized pursuant to A.R.S. Sections 9-240 and 9-276 to lay out and establish, regulate and improve streets within the respective Phoenix and Glendale jurisdictions.

PURPOSE OF THE AGREEMENT

2. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the Parties for the construction of a HAWK signal system in the vicinity of the Camelback Road and 53<sup>rd</sup> Avenue intersection, herein referred to as the PROJECT,
3. The PROJECT scope include but are not limited to permitting, construction, construction management and maintenance of the proposed signal system.

BACKGROUND

4. The City of Glendale submitted a grant application through the Maricopa Association of Governments (MAG) Roadway Safety Program (RSP). The City was successful in securing funding in the amounts of \$461,982.00.
5. The Project will be funded from local and regional funds through the utilization of the MAG Transportation Improvement Program (TIP) Roadway Safety Program (RSP) funds.
6. This Agreement is contingent upon the availability of regional funds through the MAG TIP, and Glendale local match. Project details are as follows:
  - 6.1. Fiscal Years: FY 2023-FY2024
  - 6.2. Total Project Cost: \$569,982
  - 6.3. Funding Sources:

MAG ID	Location	TIP ID	Work	Work Year	Funding	Total
24302	53rd Ave & Camelback Rd	GLN23-270D	Install HAWK Crossing & Intersection Improvements	2023	Local	\$108,000.00
24302	53rd Ave & Camelback Rd	GLN24-270C	Install HAWK Crossing & Intersection Improvements	2024	HURF-RSP	\$461,982.00

**6.4. Project Contact Information:**

**City of Glendale:**

- i Name: Tony Abbo, P.E., PTOE
- ii Agency: City of Glendale
- iii Phone: (623) 930-2951 Email: tabbo@glendaleaz.com

**City of Phoenix**

- i Name: Simon Ramos, P.E.
- ii Agency: City of Phoenix
- iii Phone: 602-534-5351 - Email: simon.ramos@phoenix.gov

- 7. The Parties agree that it would be beneficial for HAWK Pedestrian Traffic Signal to be installed at the Camelback Road and 53<sup>rd</sup> Avenue intersection.

**TERMS OF THE AGREEMENT**

**8. Responsibilities of Glendale:**

- 8.1. Glendale shall administer construction of the PROJECT for the duration of the design and construction phases.
- 8.2. Glendale shall fund the design, and construction of the PROJECT.
- 8.3. Glendale and Phoenix shall provide no-cost permits for construction and traffic control to the Contractor for any Project-related work that lies within Glendale jurisdiction.
- 8.4. Require the Contractor to apply for and obtain permits for construction and traffic control from Phoenix for any Project-related work that lies within Phoenix jurisdiction.
- 8.5. Be responsible for the PROJECT plan review, approval, bidding, and construction.
- 8.6. Be responsible for final inspection and acceptance of the PROJECT. Glendale will obtain concurrence from Phoenix for the Phoenix portion before final acceptance.

- 8.7. Glendale's contractor shall not enter another jurisdiction's Right-of-Way unless prior authorization is acquired.
  - 8.8. Own, maintain and operate the proposed HAWK pedestrian signal system on Camelback Road and 53<sup>rd</sup> Avenue intersection.
  - 8.9. Pay all utility costs associated with the operations of the proposed HAWK pedestrian signal system on Camelback Road and 53<sup>rd</sup> Avenue intersection
9. Responsibilities of Phoenix:
- 9.1. Shall assign a representative to review and comment on the proposed design for the PROJECT.
  - 9.2. Shall provide a letter concurring with the proposed design prior to the letting of the PROJECT.
  - 9.3. Phoenix shall provide no-cost permits for construction and traffic control to Glendale for any Project-related work that lies within Phoenix jurisdiction.
  - 9.4. Maintain and pay all utilities associated with the street lighting that is installed as part of the project on the south side of Camelback Road.

#### GENERAL TERMS AND CONDITIONS

10. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claims (including attorney fees and expenses included) of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, By entering into this Agreement, each Party indemnifies the other parties against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity include costs, expenses of litigation and reasonable attorney's fees.

11. This Agreement shall become effective as of the date it is approved by all of the Parties and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties.
12. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
13. The Parties warrant that they are in compliance with A-R.S. Section 41-4401 and further acknowledge that:
  - 13.1. Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
  - 13.2. Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the Agreement.
  - 13.3. The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
  - 13.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
14. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
15. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

16. All notices required under this Agreement to be given in writing shall be sent to:

City of Glendale  
Attn: Transportation Systems Administrator  
6210 W. Myrtle Ave.,  
Glendale, AZ 85301

City of Phoenix  
Attn: Street Transportation Director  
200 West Washington Street, 5th Floor  
Phoenix, Arizona 85003

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier

17. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
18. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
19. This Agreement does not grant authority to control another Party's roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
20. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
21. This Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written} between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by

a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

22. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
23. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
24. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
25. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
26. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
27. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
28. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
29. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
30. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
31. This Agreement shall be governed by the laws of the State of Arizona.

32. Unless otherwise lawfully terminated by the Parties, this Agreement will remain in effect as long as the HAWK remains operational.

End of Agreement - Signature Page Follows



**CITY OF PHOENIX**

***Recommended by:***

\_\_\_\_\_  
Kini L.E. Knudson, P.E.                      Date  
Street Transportation Department Director

***Approved and Accepted by:***

\_\_\_\_\_  
Jeffery Barton City Manager              Date

***Attest by:***

\_\_\_\_\_  
Clerk of the Council                      Date

**APPROVAL OF CITY ATTORNEY**

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

\_\_\_\_\_  
City Attorney