

ADOT CAR No.: IGA 24-0009583-I
AG Contract No.: P0012024000588
Project Location/Name: Northern
Avenue: 103rd Ave – 91st Ave
Type of Work: Abandonment and
Maintenance
ADOT Project No.: T023301C
County Project No.: TT0372

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE CITY OF PEORIA,
THE CITY OF GLENDALE,
AND
THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”), the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL, (“Peoria”), the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL, (“Glendale”), and the MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, acting by and through its BOARD OF SUPERVISORS, (the “County” or “MCDOT”). ADOT, Peoria, Glendale, and the County 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. Peoria is empowered by A.R.S. § 48-572, and Article VIII, Section 1 of the Peoria City Charter to enter into this Agreement and has by resolution, if required, a copy of which is attached and made part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Peoria.
3. Glendale is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Glendale.
4. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

5. The purpose of this Agreement is to coordinate the abandonment and conveyance of right of way and future roadway and roadside maintenance responsibilities among the Parties, as shown in Exhibits A and B. No exchange of funds is necessary for this Agreement.
6. The County is designing and constructing improvements on Northern Avenue from 91st Avenue to 103rd Avenue (the "Project"). Operations and maintenance responsibilities between ADOT and Peoria are addressed in a separate IGA 23-0009115-I.
7. A separate agreement among the State, the County, Glendale, and Thompson Thrift ("Developer") addresses the maintenance by the Developer and Glendale in JPA 21-0008213-I, as noted on Exhibit A.
8. After final acceptance of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the right of way areas depicted in Exhibits A and B, to Glendale and the County, with the approval of the State Transportation Board. Glendale and the County agree to accept such ownership, jurisdiction, and maintenance responsibilities and waive the requirements of A.R.S. § 28-7209.
9. After final acceptance of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the right of way areas depicted in Exhibits A and B, outside the Portland Cement Concrete Pavement (PCCP), to Peoria, with the approval of the State Transportation Board. Peoria agrees to accept such ownership, jurisdiction, and maintenance responsibilities and waive the requirements of A.R.S. § 28-7209.
10. The foregoing Recitals and Exhibits A and B shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The State will:
 - a. ADOT will prepare the area of calculations, exhibits, and documentation to receive and accept, through the State Transportation Board, the right of way from Peoria, Glendale, and the County.
 - b. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, the State will abandon and transfer right of way ownership, jurisdiction, and maintenance responsibilities of the areas as depicted in Exhibits A and B to Peoria, Glendale, and the County.
 - c. After execution of this Agreement and final acceptance of the Project, at no cost to the State, and with approval by the Arizona State Transportation Board establish as a state route and state highway, approve and adopt the rights of way of Peoria, Glendale and the County, as shown in Exhibit A, taking them into the State Transportation System, as integral parts of the State Route 101 Loop, by its Resolution of Establishment.

2. Peoria will:

- a. Waive the requirements of A.R.S. § 28-7209.
- b. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the areas depicted in Exhibits A and B.
- c. Assume maintenance responsibility of the right of way abandoned to Glendale and the County as shown in Exhibits A and B as therein depicted as maintained by Peoria.
- d. Agree to maintain all roadway improvements belonging to ADOT, Glendale, and the County along Northern Avenue as depicted in Exhibits A and B as therein depicted as owned and under the jurisdiction of ADOT, Glendale, and County and maintained, by Peoria.
- e. Prior to final acceptance of the Project, provide documented proof of Peoria's fee ownership of the real property underlying the right of way to be taken in by ADOT, as shown in Exhibit A, including proof that title to said real property is free and clear of all liens and encumbrances.

3. Glendale will:

- a. Waive the requirements of A.R.S. § 28-7209.
- b. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the areas depicted in Exhibits A and B.
- c. Allow Peoria to assume maintenance responsibility of the right of way abandoned to Glendale as shown in Exhibits A and B.
- d. Maintain all amenities south of the curb along Northern Avenue as depicted in Exhibit A.
- e. Prior to final acceptance of the Project, provide documented proof of Glendale's fee ownership of the real property underlying the right of way to be taken in by ADOT, as shown in Exhibit A, including proof that title to said real property is free and clear of all liens and encumbrances.

4. The County will:

- a. Waive the requirements of A.R.S. § 28-7209.

- b. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the areas depicted in Exhibit B.
- c. Prior to final acceptance of the Project, provide documented proof of the County's fee ownership of the real property underlying the right of way to be taken in by ADOT, as shown in Exhibit A, including proof that title to said real property is free and clear of all liens and encumbrances.
- d. Allow Peoria to assume maintenance responsibility of the right of way abandoned to the County as shown in Exhibits A and B.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of all Parties.
3. Duration. The terms, conditions, and provisions of this Agreement shall remain in full force and effect until completion of the Project and after completion of all abandonments and conveyances of right of way in accordance with this Agreement. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time so long as the canceling Party provides at least 30 days' prior written notice to the other Parties. It is understood and agreed that, in the event any Party terminates this Agreement, prior to the completion of abandonment the State may abandon the areas depicted in Exhibits A and B directly to the relevant Party having jurisdiction in accordance with A.R.S. 28-7209 and the relevant Party will accept such abandonment.
5. Federal Funding Accountability and Transparency Act. Each Party warrants its compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Parties shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
6. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
7. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

8. Inspection and Audit. The Parties shall retain all books, accounts, reports, files and other records relating to this 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 Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
9. Title VI. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.
10. Non-Discrimination. 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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
11. 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.
12. Arbitration. 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.
13. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
14. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
15. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. Notices. 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 Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Glendale
Attn: Tony Abbo, PE, PTOE
6210 W Myrtle Avenue, Suite 112
Glendale, AZ 85301
tabbo@glendaleaz.com

City of Peoria
Attn: Director of Development
and Engineering
9875 N. 85th Avenue
Peoria, AZ 85345
enadmin@peoriaaz.gov

Copy to:
City of Peoria
Attn: City Attorney
8401 West Monroe Street
Peoria, AZ 85345
cityattorney@peoriaaz.gov

Maricopa County Department of
Transportation
Attn: Mitch Wagner
2901 West Durango Street
Phoenix, AZ 85009
Mitch.Wagner@maricopa.gov
602.506.5858

For Project Administration:

Arizona Department of Transportation
Development Engineer – Central District
2140 W. Hilton, MD E700
Phoenix, AZ 85009
602.712.6664

City of Glendale
Attn: Tony Abbo, PE, PTOE
6210 W Myrtle Avenue, Suite 112
Glendale, AZ 85301
tabbo@glendaleaz.com

City of Peoria
Attn: Director of Development
and Engineering
9875 N. 85th Avenue
Peoria, AZ 85345

Maricopa County Department of
Transportation
Attn: Mitch Wagner
2901 West Durango Street
Phoenix, AZ 85009
Mitch.Wagner@maricopa.gov
602.506.5858

17. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by either Party with written notice to the other Party.
18. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

19. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF PEORIA

By _____ Date _____
JASON BECK
Mayor

ATTEST:

By _____ Date _____
AGNES GOODWINE
City Clerk

I have reviewed the above referenced Intergovernmental Agreement among the State of Arizona, acting by and through its Department of Transportation, the City of Peoria, the City of Glendale, and the Maricopa County Department of Transportation, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572, and declare this Agreement to be in proper form and within the powers and authority granted to Peoria under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the City of Peoria or its agencies, to enter into said Agreement.
Approved as to Form:

By _____ Date _____
EMILY JURMU
Peoria City Attorney

CITY OF GLENDALE

Recommended by:

By _____ Date _____
KEVIN PHELPS
City Manager

Approved and Accepted by:

By _____ Date _____
JERRY P. WEIERS
Mayor

ATTEST:

By _____ Date _____
JULIE K. BOWER
City Clerk

APPROVAL OF CITY OF GLENDALE 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 of Glendale by its respective governing body under the laws of the State of Arizona.

By _____ Date _____
MICHAEL BAILEY,
Glendale Attorney

MARICOPA COUNTY

By _____ Date _____
JESSE GUTIERREZ
Transportation Director

Approved and accepted by:

By _____ Date _____
JACK SELLERS
Chairman, Board of Supervisors

By _____ Date _____
JUANITA GARZA
Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement among the State of Arizona, acting by and through its Department of Transportation, the City of Peoria, the City of Glendale, and the Maricopa County Department of Transportation, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §11-251 and declare this Agreement to be in proper form and within the powers and authority granted to County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the County or its agencies, to enter into said Agreement.
Approved as to Form:

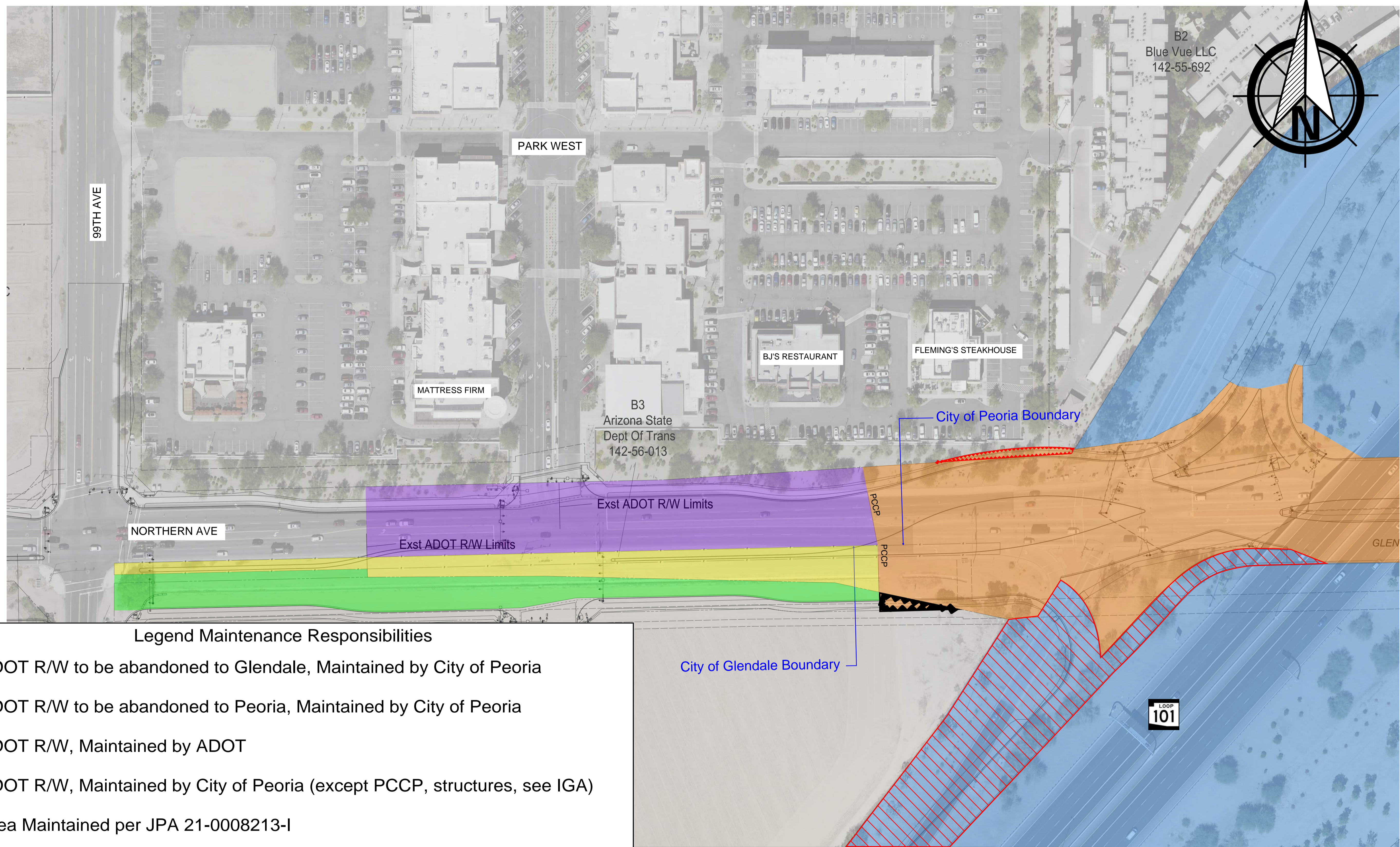
By _____ Date _____
County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement among public agencies, the State of Arizona, the City of Peoria, the City of Glendale, and the Maricopa County Department of Transportation, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, 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.

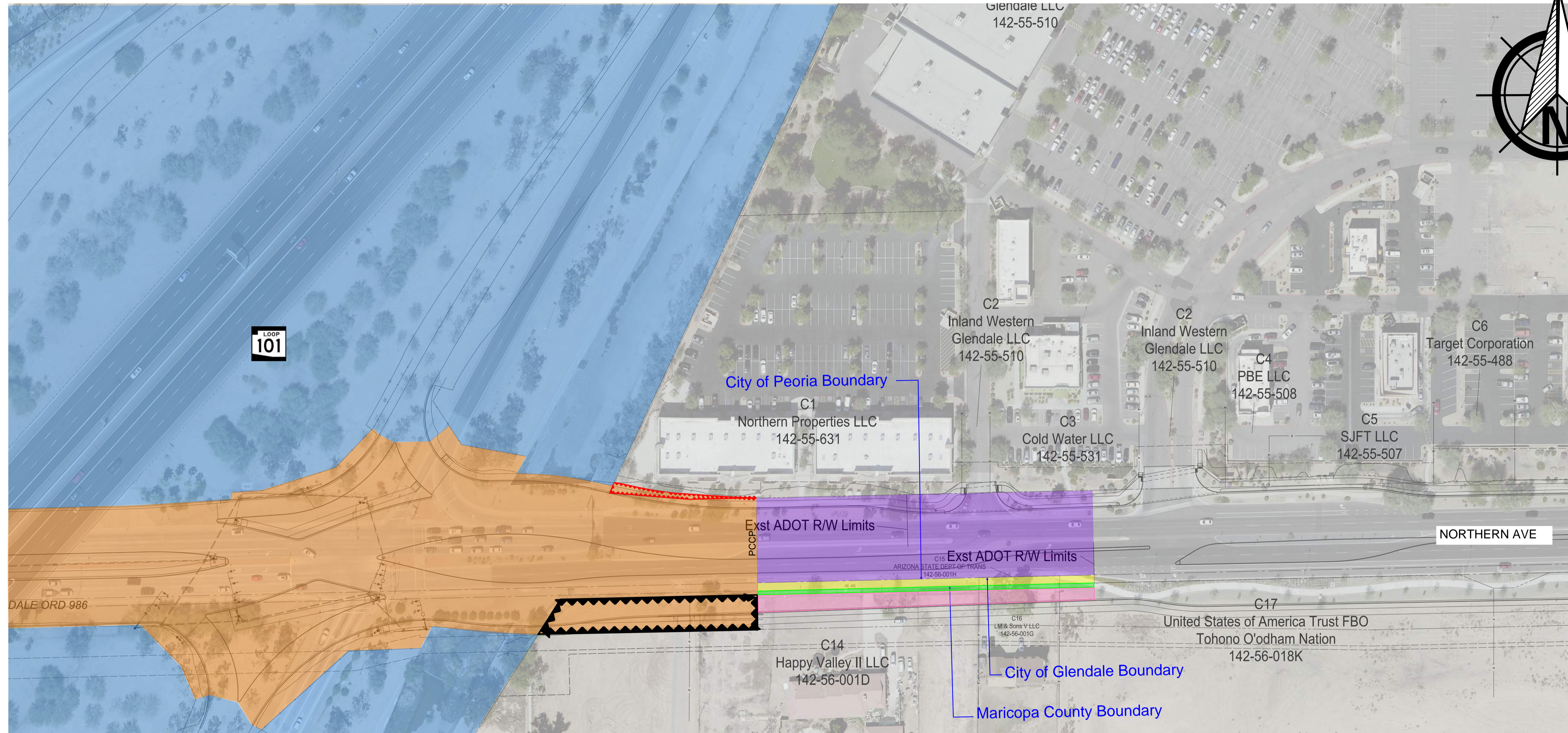
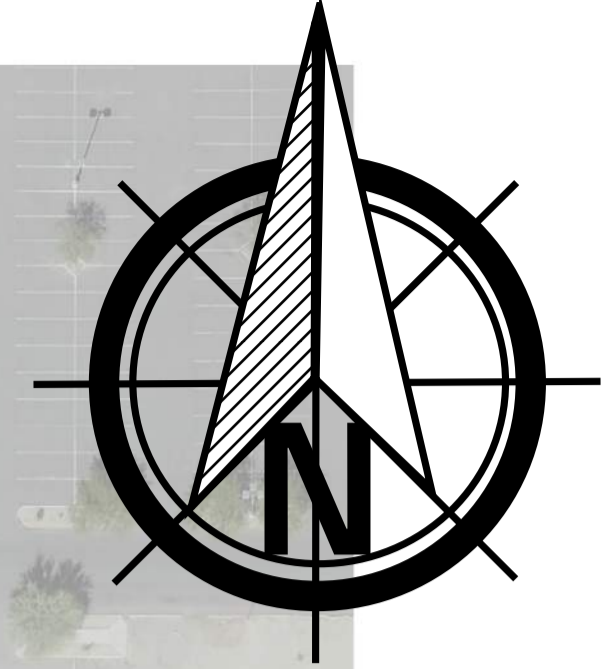
By _____ Date _____
Assistant Attorney General



Legend Maintenance Responsibilities

- ADOT R/W to be abandoned to Glendale, Maintained by City of Peoria
- ADOT R/W to be abandoned to Peoria, Maintained by City of Peoria
- ADOT R/W, Maintained by ADOT
- ADOT R/W, Maintained by City of Peoria (except PCCP, structures, see IGA)
- Area Maintained per JPA 21-0008213-I
- City of Glendale R/W, Maintained by City of Peoria
- Glendale R/W to be taken into the State System upon Completion of Construction
- Peoria R/W to be taken into the State System upon Completion of Construction

<p>ADOT Infrastructure Delivery and Operations</p>	DRAWING NO.	D-7-T-803	<p>IGA 24-0009583-I MAINTENANCE EXHIBIT</p>
	SECTION	GLENDALE-US60	
	DATE	APR 2024	
ROUTE:	LOCATION:	HIGHWAY NAME.:	SHEET NO.:
101 LOOP	NORTHERN AVE	AGUA FRIA / NORTHERN OUTER LOOP	1 of 2



Legend Maintenance Responsibilities

- ADOT R/W to be abandoned to Glendale, Maintained by City of Peoria
- ADOT R/W to be abandoned to Peoria, Maintained by City of Peoria
- ADOT R/W to be Abandoned to Maricopa County, Maintained by City of Peoria
- ADOT R/W, Maintained by ADOT
- ADOT R/W, Maintained by City of Peoria (except PCCP, structures, see IGA)
- Maricopa County R/W to be taken into the State System upon Completion of Construction
- Peoria R/W to be taken into the State System upon Completion of Construction
- Roadway portion to be maintained by Peoria

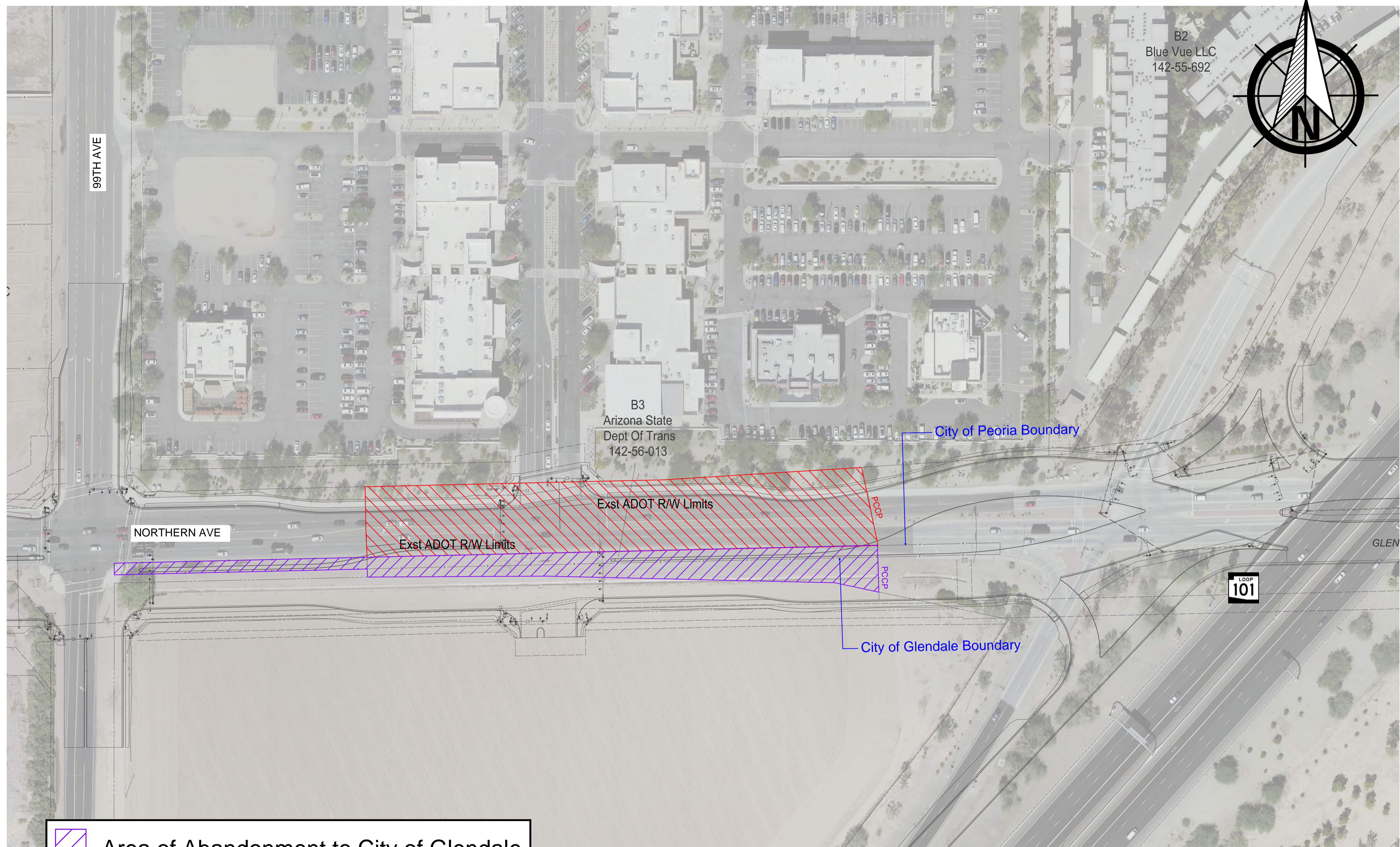



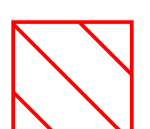
DRAWING NO.	D-7-T-803
SECTION	GLENDALÉ-US60
DATE	APR 2024

IGA 24-0009583-I
MAINTENANCE EXHIBIT

ROUTE:	LOCATION:	HIGHWAY NAME.:	SHEET NO.:
101 LOOP	NORTHERN AVE	AGUA FRIA / NORTHERN OUTER LOOP	2 of 2

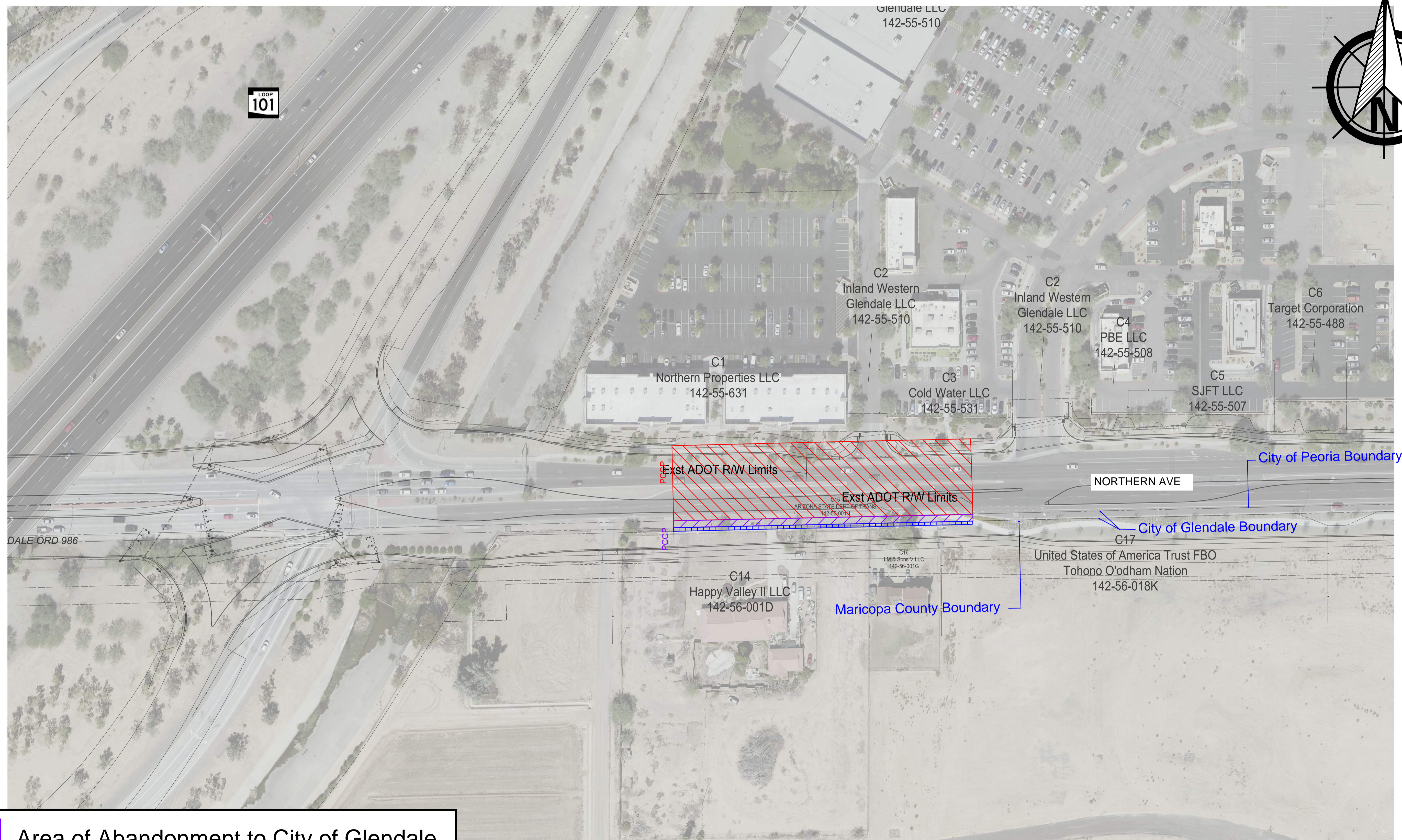
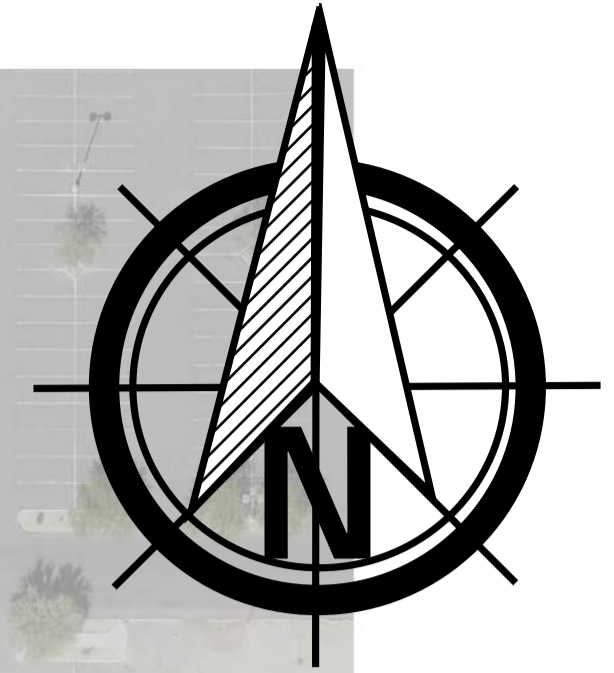
EXHIBIT B

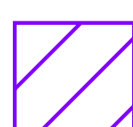
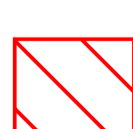
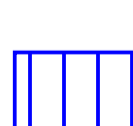



-  Area of Abandonment to City of Glendale
-  Area of Abandonment to City of Peoria

ADOT Infrastructure Delivery and Operations	DRAWING NO.	D-7-T-803	IGA 24-0009583-I SUBJECT TO 'AS BUILT'
	SECTION	GLENDALE-US60	
	DATE	FEB 2024	
ROUTE: 101 LOOP	LOCATION: NORTHERN AVE	HIGHWAY NAME: AGUA FRIA / NORTHERN OUTER LOOP	SHEET NO.: 1 of 2

EXHIBIT B



-  Area of Abandonment to City of Glendale
-  Area of Abandonment to City of Peoria
-  Area of Abandonment to Maricopa County

 ADOT Infrastructure Delivery and Operations	DRAWING NO.	D-7-T-803	IGA 24-0009583-I SUBJECT TO 'AS BUILT'
	SECTION	GLENDALE-US60	
	DATE	FEB 2024	
ROUTE:	LOCATION:	HIGHWAY NAME:.	SHEET NO.:
101 LOOP	NORTHERN AVE	AGUA FRIA / NORTHERN OUTER LOOP	2 of 2