

ADOT CAR No.: IGA 23-0009115-I
AG Contract No.: P0012024000567
Project Location/Name: Northern
Avenue: 103rd Ave – 91st Ave
Type of Work: Maintenance
ADOT Project No.: T023301C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PEORIA

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 PEORIA, an Arizona municipal corporation, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). 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 Local Agency 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 a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. It is to the mutual benefit of the Parties to enter into an Agreement to specify maintenance responsibilities associated with the design and construction of improvements on Northern Avenue from 91st Avenue to 103rd Avenue, (the “Project”). The purpose of this Agreement is to specify those responsibilities. The Project includes new signals at the Northern Parkway intersections. The Maricopa County Department of Transportation (MCDOT) will obtain a permit from the State to complete the Project work and the City will be responsible for operations and maintenance of the Project. Maintenance responsibilities will be defined in the Scope of Work section of this Agreement and shown in Exhibit A.
4. Right of way abandonment related to this Project is addressed in IGA 24-0009583-I.

5. This Agreement does not cancel or supersede any existing agreements, but will take precedence in the event any questions arise pertaining to landscape maintenance responsibilities at Northern Avenue and State Route 101 Loop (SR101L).
6. The foregoing Recitals and Exhibit A 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 Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
2. The State will:
 - a. Issue, in accordance with the established procedures of the State's Central District Permit Office, a no cost permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - b. Assist in the coordination of inspection and notify the Local Agency when the Project is complete and the Local Agency responsibilities are in effect.
 - c. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
 - a. Submit an encroachment permit application, with all required documentation to the State's Central District Permit Office, for a no cost annual maintenance permit for the routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
 - b. Maintain the crossroads, as shown in Exhibit A. Perform routine/minor maintenance and any structural and non-structural repairs of improvements constructed by MCDOT to Local Agency standards at its sole expense. The areas and features of maintenance include, but are not limited to: pathways, sidewalks, curb and gutter, driveways, pedestrian access ramps, surface drainage features feeding into the State's drainage system, shoulders, median dividers of crossroads, and pavers. Maintenance activities include but are not limited to: sweeping, crack sealing, removal of non-hazardous spills

- and debris, graffiti removal, pavement markings, litter and trash removal, repair of the asphalt surface adjacent to Portland Cement Concrete Pavement (PCCP) presenting a safety hazard, cracking and/or buckling of sidewalk, homeless encampment cleanup, and landscaping. Repair of damaged curb, gutter, and sidewalk is limited to areas not to exceed 50 linear feet in length per repair. The repairs or maintenance performed by the Local Agency shall not compromise the safety and structural stability of the State facilities.
- c. Provide landscape maintenance of all features within the defined areas of the Local Agency's responsibility, see Exhibit A, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses, and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning, and replanting, as required to maintain the landscaping and the irrigation installed as part of the Project, including all testing, adjusting, repairing, and operation of the irrigation system, and shall furnish all electrical power and water to operate the irrigation system, at its sole expense.
 - d. Be responsible for the maintenance and electrical power for the traffic signals on Northern Avenue at 99th Avenue, 98th Avenue, State Route 101 Loop (SR101L), 93rd Avenue and 91st Avenue. Maintenance includes but is not limited to, replacement and/or repair of all damaged traffic signal equipment, including knockdowns, maintenance of the traffic signal equipment, and assume traffic signal timing and operations. Ensure that traffic on the SR101L ramps does not queue onto the mainline of the SR101L. Respond with signal timing changes to closures on the SR101L on Northern Avenue, as requested by ADOT.
 - e. Be responsible for the maintenance and electrical power for the roadway and underdeck lighting along Northern Avenue from 91st Avenue to 103rd Avenue. Maintenance includes but is not limited to, replacement and/or repair of all damaged roadway lighting equipment, including knockdowns, and maintenance of street and underdeck lighting.
 - f. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

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 the Agreement will only occur with the mutual written consent of both Parties.
3. Duration. This Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended upon mutual written consent of both Parties, provided however, that this Agreement may be cancelled at any time, with ninety (90) days written notice. If the Local Agency initiates a cancellation of this Agreement they

then agree to provide the State with the cost of replacement or conversion of all equipment that does not meet State standards. 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. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
5. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
6. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
7. Inspection and Audit. The Local Agency 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 (5) years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
8. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
9. 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."
10. Non-Availability of Funds. Every obligation of the State and Local Agency 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 or Local Agency at the end of the period for which the funds are available. No liability shall accrue to the State or Local Agency in the event this provision is exercised, and the State or Local Agency shall not be obligated or liable for any future payments as a result of termination under this paragraph.
11. 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.
12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. 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 Peoria
Attn: Director of Development
and Engineering
9875 N. 85th Avenue
Peoria, AZ 85345
623-773-7212
enadmin@peoriaaz.gov

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

For Project Administration:

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

City of Peoria
Attn: Director of Development
and Engineering
9875 N. 85th Avenue
Peoria, AZ 85345
623-773-7212
enadmin@peoriaaz.gov

For Maintenance Related Issues:

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

City of Peoria
Attn: Director of Development
and Engineering
9875 N. 85th Avenue
Peoria, AZ 85345
623-773-7212
enadmin@peoriaaz.gov

16. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
17. 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.
18. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

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 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 A.R.S. § 48-572 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. Approved as to Form:

By _____ Date _____
EMILY JURMU
City Attorney

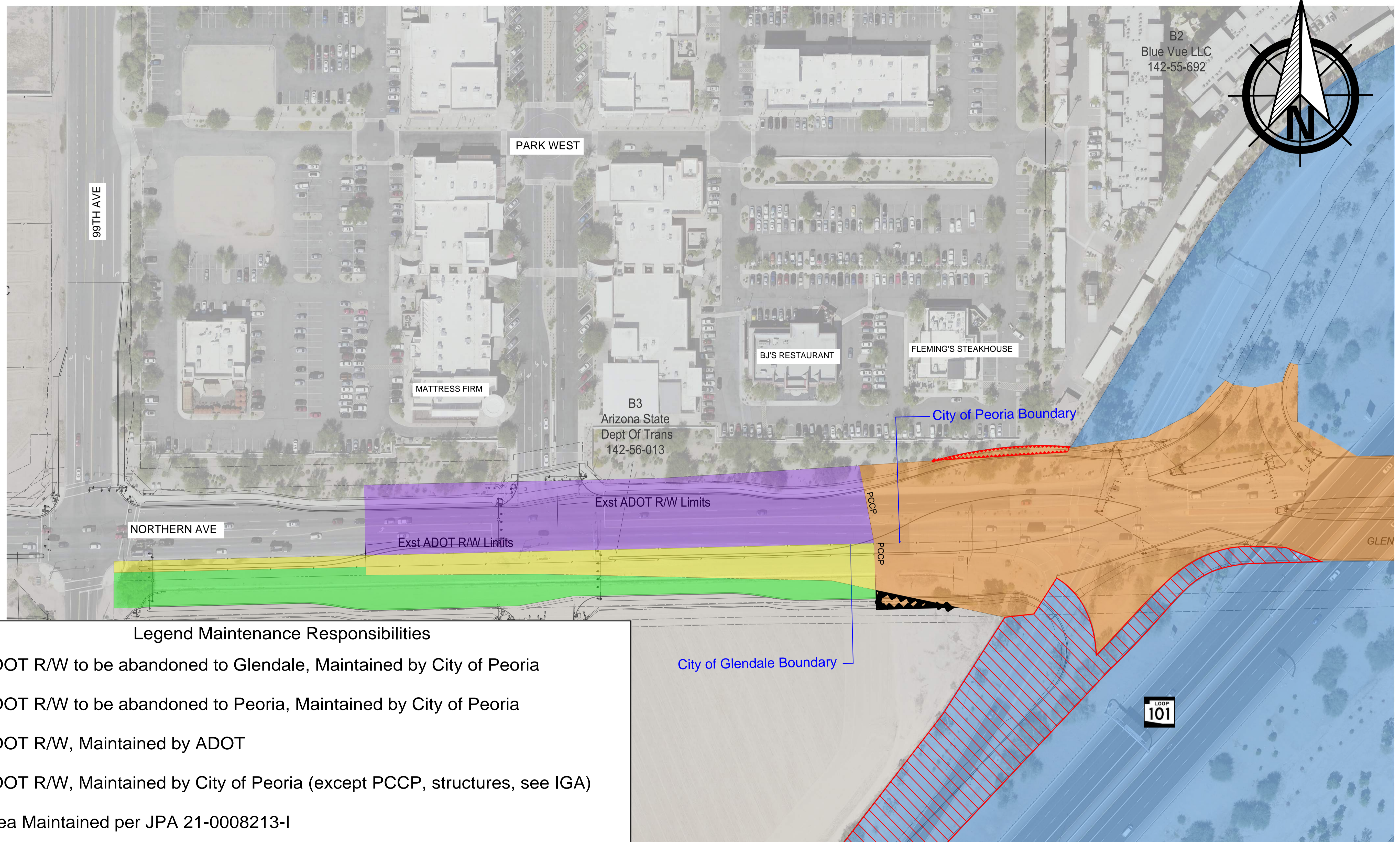
ARIZONA DEPARTMENT OF TRANSPORTATION

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

By _____ Date _____
GREG BYRES, PE
Deputy Director for Transportation
State Engineer

This Agreement between public agencies, the State of Arizona and City of Peoria, 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.

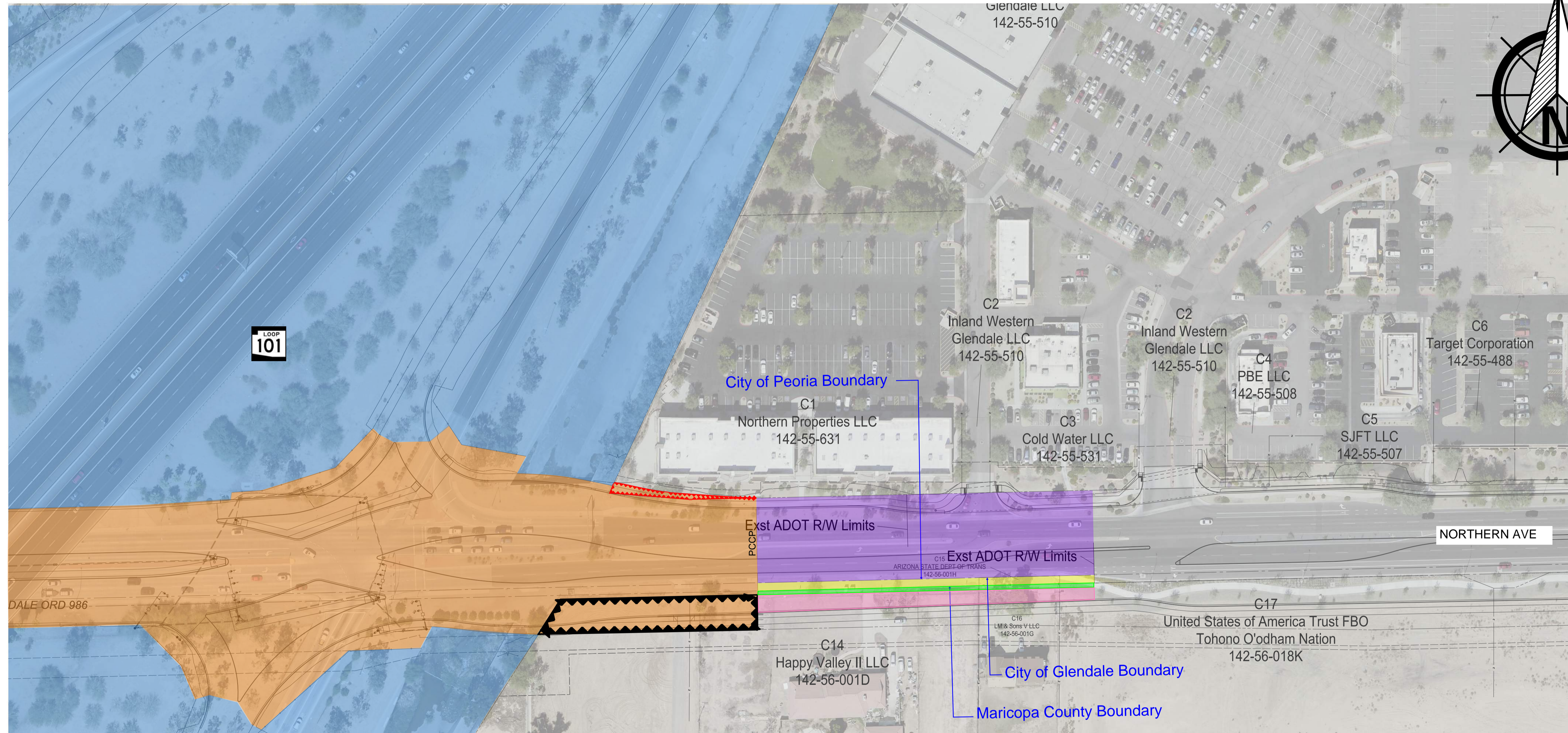
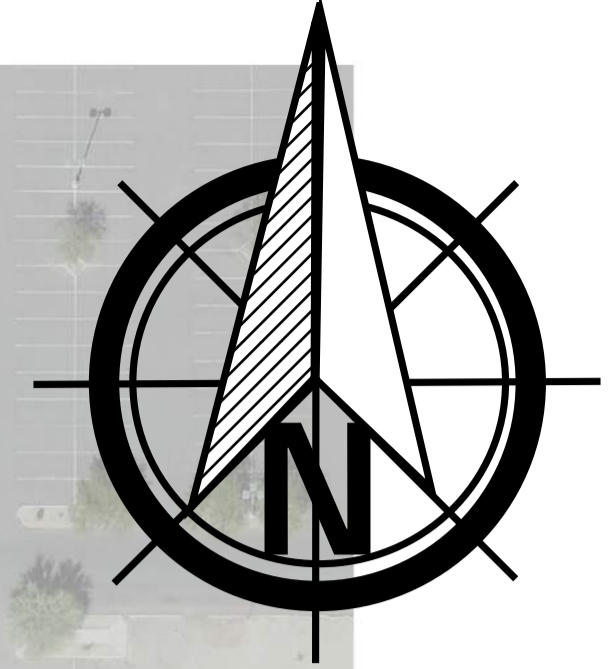
By _____ Date _____
Assistant Attorney General



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>ADOT / CITY of PEORIA IGA 23-0009115-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



Infrastructure Delivery and Operations

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

ADOT / CITY of PEORIA
IGA 23-0009115-I
MAINTENANCE EXHIBIT

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