

**CITY CLERK  
ORIGINAL**

ADOT File No.: IGA/JPA 07-103 I  
**AMENDMENT TWO**  
AG Contract No. P001-2008-003955  
Project SR 101L, Union Hills Drive  
Traffic Interchange Widening  
**TRACS No.: H717001D/01C**  
*City Funded Project* Beardsley Connector  
**TRACS No.: H 707601D/01C**  
Section 75<sup>th</sup> Avenue – Union Hills Drive  
**Budget Source Item No.: MAINTAGR**

**AMENDMENT TWO  
INTERGOVERNMENTAL AGREEMENT**

**C-6571-2  
01/10/2012**

AMONG  
THE STATE OF ARIZONA,  
THE MARICOPA ASSOCIATION OF GOVERNMENTS  
THE CITY OF PEORIA  
AND  
THE CITY OF GLENDALE

**THIS AGREEMENT** is entered into this date June 7 2011, as **Amendment Two**, to **JPA No. 07-103I, Amendment One. A.G. Contract No.: P001-2008-003955, executed August 9<sup>th</sup>, 2010**, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954 as amended, among the STATE OF ARIZONA acting by and through its DEPARTMENT OF TRANSPORTATION (the 'State'), the MARICOPA ASSOCIATION OF GOVERNMENTS acting by and through its REGIONAL COUNCIL ('MAG'), the CITY OF PEORIA, ARIZONA acting by and through its CITY COUNCIL ('Peoria') and the CITY OF GLENDALE acting by and through its MAYOR and CITY COUNCIL ('Glendale'), collectively referred to as the "Parties"

**I. RECITALS**

1 The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the State

2 MAG is empowered pursuant to its Articles of Incorporation and By-Laws and by Arizona Revised Statutes § 28-7010 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of MAG

3 Peoria is empowered by Arizona Revised Statutes § 11-952 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 Peoria

4 Glendale is empowered by Arizona Revised Statute § 11-952 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 Glendale

The original Agreement (JPA 07-103I) was amended in its entirety under Amendment One. Due to changed conditions relative to the maintenance responsibilities by the Parties, it is necessary to amend Amendment One to reflect said changed conditions

THEREFORE in consideration of the mutual understanding expressed herein among the Parties changes to the maintenance responsibilities are incorporated as Amendment Two as follows.

**LCON17008B**

**III. SCOPE OF WORK**

1 The State will

**Article 1 Paragraph p. is amended and replaced in full as follows:**

Upon completion and acceptance of the Combined Project by the State, be responsible for

- The electric power for street lighting along the newly constructed SR 101L frontage road from 75th Avenue traffic interchange to Union Hills Drive traffic interchange.
- The operation and maintenance of the frontage road lighting from 75th Avenue traffic interchange to the Union Hills Drive traffic interchange.
- The structural integrity of the U-Turn structure portion of the Combined Project, including entrance and exit ramps,
- The major rehabilitation of the frontage road from 75<sup>th</sup> Avenue Union Hills Drive traffic interchange
- The routine/normal maintenance of the frontage road from 75<sup>th</sup> Avenue to the exit ramp (Beardsley Ramp C) back of gore, the area between the access control fence and the 12-foot inside lane of the frontage road, between the exit ramp (Beardsley Ramp C) back of gore and entrance ramp (Beardsley Ramp D) back of gore, the frontage road from the entrance ramp (Beardsley Ramp D) back of gore to Union Hills Drive.
- Maintaining the inside strip of the 12-foot inside lane of the frontage road as part of the routine maintenance referenced above.
- The signs on sign structures, sign structures,
- The concrete barrier ADIEM end treatments.

as shown on Amended Exhibit E, attached hereto and made a part hereof

3 Peoria will

**Article 3 Paragraph k, n, and p, are amended and replaced in full as follows:**

k Obtain a valid annual Permit from Glendale to maintain traffic control devices including traffic signs pavement markings, street lights, and routine/normal street maintenance and emergency maintenance work provided by Peoria within Glendale's rights of way on Beardsley Road. Agree that any new construction or installation shall require a separate permit

n Upon completion and acceptance of the Combined Project by the State and in accordance with the attached **Roles and Responsibilities** be responsible for

- The routine/normal street maintenance and emergency maintenance work for the southbound frontage road, excluding the frontage road from 75<sup>th</sup> Avenue to the exit ramp (Beardsley Ramp C) back of gore, the area between the access control fence and the 12-foot inside lane of the frontage road, between the exit ramp (Beardsley Ramp C) back of gore and entrance ramp (Beardsley Ramp D) back of gore, and the frontage road from the entrance ramp (Beardsley Ramp D) back of gore to Union Hills Drive
- Maintaining pavement markings in routine/normal street maintenance area and lane lines on the frontage road.
- The routine/normal maintenance of traffic control devices and ground mounted traffic signs

as shown on Amended Exhibit E, at no cost to Glendale

p Obtain clearance from Glendale when lane closures on Beardsley Road are required during the peak periods or when closures exceed one hour. Obtain a separate permit from Glendale if any new construction or installations are necessary.

4. Glendale will

**Article 4 Paragraph a. and c. are amended and replaced in full as follows:**

a. Grant Peoria a permit to access Glendale's jurisdictional limits for the routine/normal maintenance and emergency maintenance work provided by Peoria within Glendale's jurisdiction and to maintain traffic control devices including traffic signs, pavement markings and street lights, on Beardsley Road.

c. Permit Peoria to utilize traffic control for normal maintenance activities during non-peak periods of traffic operations on Beardsley Road. Glendale's permission will be required if lane closures are required during the peak periods or when closures exceed one hour. Agree any new construction or installation shall require a separate permit.

**IV. MISCELLANEOUS PROVISIONS**

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

**Paragraph 5, 6, 7, 12 and 13 are updated to read as follows:**

5. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. Volume 42, Sections 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 is incorporated herein by reference regarding 'Non-Discrimination'.

7. **Non-Availability of Funds.** Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract 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 or for any damages as a result of termination under this paragraph.

If the federal funding related to this Project is terminated or reduced by the federal government or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

12. 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. 17<sup>th</sup> Avenue Mail Drop 631E  
Phoenix Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Peoria  
Attn: City Engineer  
9875 N 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
(623) 773-7367  
(623) 773-7211 Fax

Maricopa Association of Governments  
Executive Director  
302 North 1<sup>st</sup> Avenue, Suite 300  
Phoenix, AZ 85003  
(602) 254-6309 Fax

City of Glendale  
Attn: City Manager  
5850 W. Glendale Avenue  
Glendale, Arizona 85301  
(623) 930-2000  
(623) 847-1399 Fax

with a copy to  
Glendale City Attorney  
5850 W. Glendale Avenue  
Glendale Arizona 85301

For Financial Matters – Contact  
Arizona Department of Transportation  
Financial Management Services  
206 S 17<sup>th</sup> Avenue, MD 200B  
Phoenix, AZ 85017

For Maintenance Permit – Contact  
Arizona Department of Transportation  
Phoenix Maintenance District Permits Office  
2140 S 22nd Ave, Mail Drop PM00  
Phoenix, AZ 85017

13. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

**Paragraphs 14 and 15 are added to as follows.**

14. The Cities, MAG and the State (Arizona Department of Transportation) (ADOT) warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Cities and MAG will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

**EXCEPT AS AMENDED herein, all other terms and conditions of Amendment One remain in full force and effect.**

IN WITNESS WHEREOF the Parties have executed this agreement the day and year first above written

**CITY OF PEORIA**

**CITY OF GLENDALE**

By *Bob Barrett*  
BOB BARRETT  
Mayor

By *Elaine M Scruggs*  
ELAINE M SCRUGGS  
Mayor

ATTEST

ATTEST

  
By *Wanda Nelson*  
WANDA NELSON  
City Clerk

By *Pamela Hanna*  
PAMELA HANNA  
City Clerk

**MARICOPA ASSOCIATION OF GOVERNMENTS**

**STATE OF ARIZONA**  
Department of Transportation

By *Dennis Smith*  
DENNIS SMITH  
Executive Director

By *Robert Samour*  
ROBERT SAMOUR, P E  
Deputy State Engineer Valley Transportation

IGA/JPA 07-103 I  
AMENDMENT TWO

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, INTERMODEL DIVISION,, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE an Agreement among public agencies which has been reviewed pursuant to Arizona Revised Statues § 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 11 day of February 2011.



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

IGA/JPA 07-103 I  
AMENDMENT TWO

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, INTERMODEL DIVISION the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA 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

DATED this 4<sup>th</sup> day of April, 201~~1~~<sup>2</sup> *JSB*

*Stephen B. King*  
City Attorney

IGA/JPA 07-103 I  
AMENDMENT TWO

ATTORNEY APPROVAL FORM FOR  
MARICOPA ASSOCIATION OF GOVERNMENTS

I have reviewed the above referenced intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODEL DIVISION the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA 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 MAG REGIONAL COUNCIL 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 31 day of May, 2011

  
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MAG Regional Council Attorney

ADOT Maintains New WB Off Ramp (Beardsley Ramp C) from SR 101L to Frontage Road Back of Gore and Frontage Road from 75th Ave to Frontage Road Back of Gore

Peoria is Responsible for Routine / Minor Maintenance of the Frontage Road Including All Lane Lines with Exception of the ADOT Maintenance Area Described Below

75th Ave

Beardsley Rd

81st Ave

Peoria is Responsible for Maintenance of the Beardsley Road

ADOT Maintains the Area Between the Access Control Fence and the 12 Foot Inside Lane of the Frontage Road from the Back of Gore of the WB SR 101L Off Ramp (Beardsley Ramp C) to the Back of Gore of the U-Turn Ramp (Beardsley Ramp D)

ADOT Maintains New U-Turn Structure and Ramps Beginning at Frontage Road Back of Gore and Frontage Road from U-Turn Ramp (Beardsley Ramp D) Back of Gore to Union Hills Drive

ADOT Maintains New SB On Ramp (Beardsley Ramp A) from the Frontage Road Back of Gore to SR 101L

ADOT Will Maintain the Union Hills TI to the Access Control Limits on East / West Legs

Union Hills Dr

SR 101L

JPA 07-103 I  
AMENDMENT 2

MAINTENANCE  
RESPONSIBILITIES  
EXHIBIT F



TOM HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: [SUSAN.DAVIS@AZAG.GOV](mailto:SUSAN.DAVIS@AZAG.GOV)

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A G. Contract No. P0012008003955 (**IGA/JPA 07-103-I, AMENDMENT TWO**), an Agreement between public agencies, i.e., The State of Arizona, The Maricopa Association of Governments, The City of Peoria and The City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, 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.

DATED: June 7, 2012

TOM HORNE  
Attorney General

  
SUSAN E DAVIS  
Assistant Attorney General  
Transportation Section

SED In #2726672  
Attachment