

ADOT CAR No.: IGA /JPA14-0004472-I
AG Contract No.: P001-2014002299
Project: Pathfinder Signs
Section: Within Glendale City Limits
Federal-aid No.: N/A
ADOT Project No.: N/A
TIP/STIP No.: N/A
**CFDA No.: 20.205 Highway Planning and
Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 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 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 delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 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 on behalf of the City.

3. The State will, as part of the "Grand Canyon State Logo Signs Program", install and maintain "pathfinder" logo signs within Glendale City limits. As background, pathfinder signs are required in any circumstance when a qualified logo sign customer business is not on the exited street but is located on a cross-street and/or in the opinion of ADOT, is not readily visible to the motorist exiting the highway. In such circumstances, the Manual on Uniform Traffic Control Devices (MUTCD) guidelines require a smaller sign (pathfinder) to be placed at or near the intersection of the exited street and the cross street directing the motorist to the qualified business. The purpose of this Agreement is to detail the State's responsibilities for the installation and maintenance of the signs, and the City's review and approval responsibilities associated with the program, hereinafter referred to as the "Project". All work will be accomplished at the State's expense; funded through the, "Grand Canyon Logo Signs Program", the City assumes no financial responsibility for the Project.

4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Fabricate, install, maintain and remove all pathfinder signs at no cost to the City.
 - b. Submit for review and approval, to the City, all requests for installation of pathfinder signs on streets located within City limits based on requirements in the MUTCD and City standards. The City's standard submittal process shall be in accordance with Exhibit A.
 - c. Assume responsibility for the relocation, removal and/or replacement of pathfinder sign(s) and all costs associated with the relocation, removal and/or replacement.
 - d. Obtain from the City an annual blanket no-fee right-of-way permit for the installation and maintenance of the pathfinder sign(s).

2. The City will:
 - a. Review and approve the location for each pathfinder sign request submitted by the State, on streets located within City limits. The City reserves the right to limit the number of signs to be placed in the City.
 - b. Grant to the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all installation, relocation, removal or maintenance related activities for the Project via a blanket no-fee right-of-way permit obtained from the City.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project or termination of this Agreement. All maintenance and removal obligations contained in this Agreement are perpetual unless or until the Agreement is terminated. This Agreement may be cancelled at any time, upon thirty (30) days written notice to the other party. If the program is cancelled by the State, the State shall, at their cost, remove all signs from City right-of-way and restore location to original condition. It is understood and agreed that, in the event the City cancels this Agreement, the State shall have no other obligation to continue with the Project.

2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. To the extent applicable under law, the provisions set forth in Arizona Revised Statute §§ 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, 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 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. 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.

8. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

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

11. 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
Grand Canyon State Logo Signs
Attn: Win Holden, CEO
2039 West Lewis Avenue
Phoenix, AZ 85009 (602) 712-2023
(602) 264-4505 Fax

City of Glendale
Public Works - Transportation
6210 West Myrtle, Suite 112
Glendale, AZ 85301
(623) 930-2941
(623) 915-1029 Fax

12. 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.

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 _____
BRENDA S. FISCHER, ICMA-CM
City Manager

By _____
WIN HOLDEN
CEO, Grand Canyon State Logo Signs Program

ATTEST:

By _____
PAMELA HANNA
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.

DATED this _____ day of _____, 2014

City Attorney

Exhibit A

Grand Canyon Logo Sign Program Pathfinder Submittal Process

Submittal package to include the following:

- Completed project application to the Development Services Department
- Photos of proposed installation site (two sets)
- Location map showing the proposed sign installation(s) and installation details (two sets)
- Excel spreadsheet documenting all sign installations in City rights-of-way (two sets)