

overpasses. It will also allow the City to provide a better response time and excellent service to our residents.

This IGA will formalize an agreement with ADOT for the City to accept jurisdiction and maintenance on the asphalt sections of the roadways leading up to the ADOT Loops 101 and 202 overpasses as defined in this IGA. Road maintenance procedures the City will now provide include asphalt crack seals, fog seals, micro seals, and asphalt repairs. Concrete repairs shall be provided on City sidewalks, curb ramps, and curb and gutter. Sweeping of streets and removal of graffiti/painting on City facing features shall similarly apply.

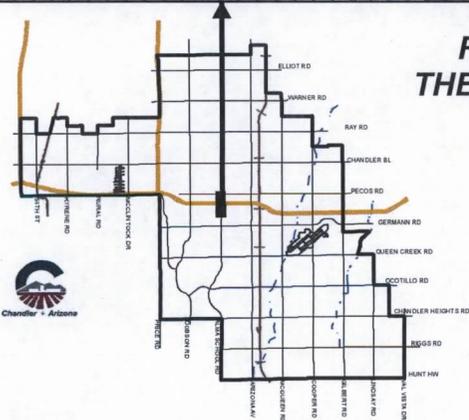
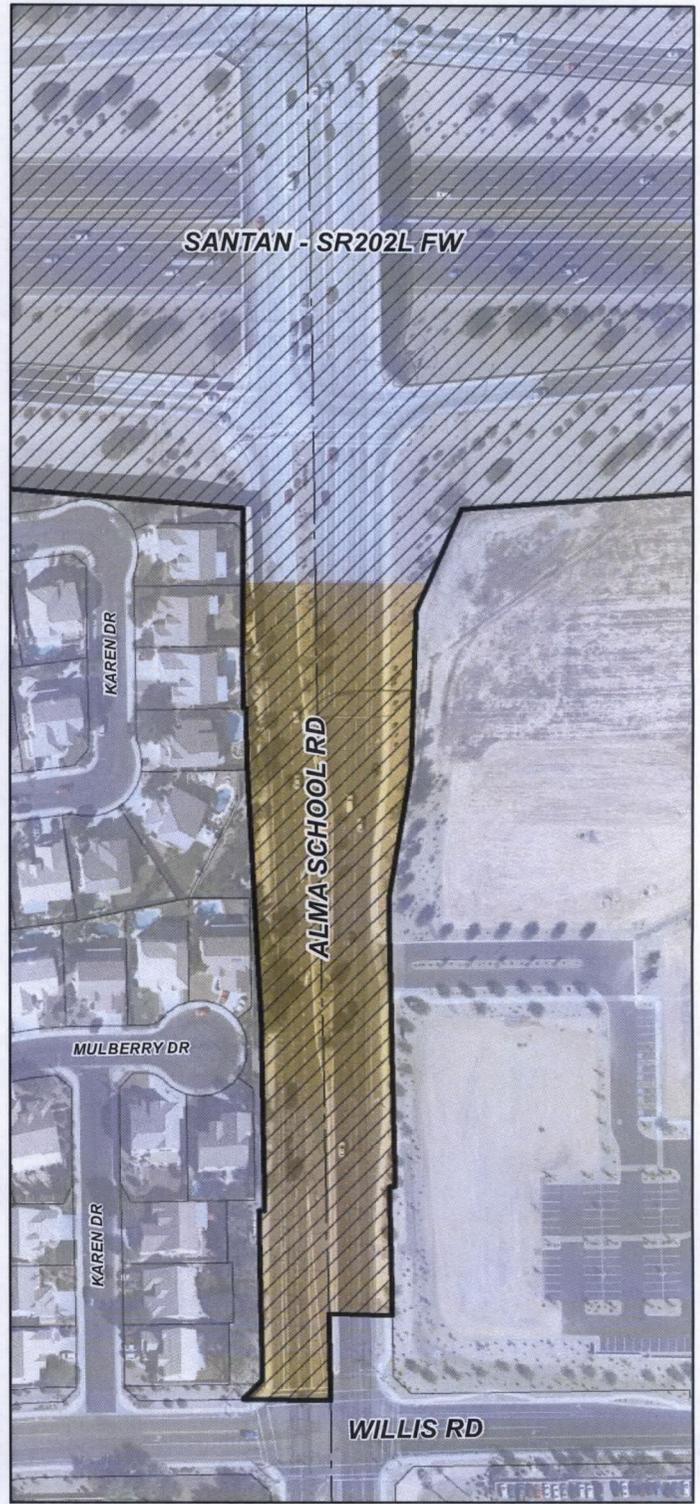
FINANCIAL IMPLICATIONS:

Cost: \$163,000 for costs associated with pavement preservation improvements by the City; which shall be invoiced and paid by ADOT upon thirty (30) days of the signing of this resolution

Savings: \$163,000 for reimbursed new road pavement

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4868 authorizing an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for abandonment and the City acceptance of ownership jurisdiction and maintenance responsibility of road sections currently located within the Arizona Department of Transportation (ADOT) right-of-way.

Attachments: Resolution No. 4868
Intergovernmental Agreement
Map of Maintenance Facilities



**RESOLUTION NO. 4868 APPORVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF CHANDLER AND
ARIZONA DEPARTMENT OF TRANSPORTATION**

**ST15-023
RESOLUTION NO. 4868**

-  ADOT RIGHT-OF-WAY
-  ADOT ABANDONMENT/CITY ACCEPTANCE

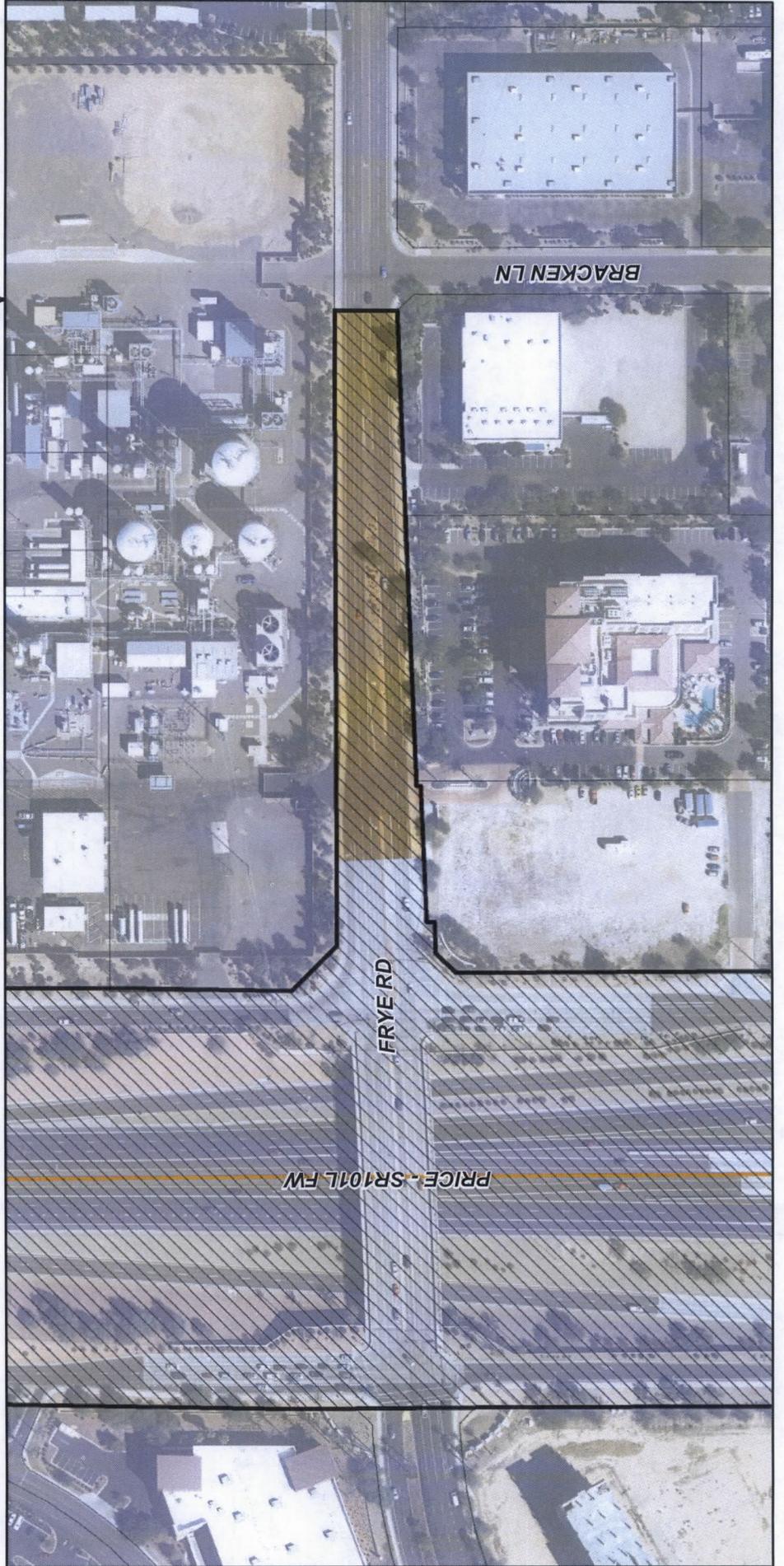


**RESOLUTION NO. 4868 APPORVING AND AUTHORIZING
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**ST15-023
RESOLUTION NO. 4868**

 ADOT RIGHT-OF-WAY

 ADOT ABANDONMENT/CITY ACCEPTANCE



RESOLUTION NO. 4868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER ("CITY") AND THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION ("ADOT"), FOR ADOT ABANDONMENT AND CITY ACCEPTANCE OF OWNERSHIP JURISDICTION AND MAINTENANCE RESPONSIBILITY FOR SECTIONS OF STATE ROADWAY SITUATED BETWEEN PECOS ROAD AND WILLIS ROAD ON ALMA SCHOOL ROAD AND BETWEEN BRACKEN ROAD AND THE LOOP 101 FRONTAGE ROAD ON FRYE ROAD.

WHEREAS, ADOT is willing to abandon certain sections of state roadway situated between Pecos Road and Willis Road on Alma School Road at Loop 202 (SanTan) and between Bracken Road and L101 (Price) on Frye Road; and

WHEREAS, City is willing to accept ownership jurisdiction and maintenance responsibility for said sections of state roadway; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement for the aforementioned purposes, subject to the terms and conditions set forth in such agreement, a copy of which is presented to the City Council at the time this resolution is being considered and acted upon;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that said Intergovernmental Agreement is hereby approved and the Mayor of the City of Chandler is authorized to execute said Intergovernmental Agreement for and on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2015.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY KSM

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4868 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2015, and that a quorum was present thereat.

CITY CLERK

ADOT CAR No.: IGA /JPA 14-0004622-I
AG Contract No.: P001 2014 0002864
Project: Pavement Preservation/
Abandon & Transfer Ownership
Section: Alma School and Loop 202 (San
Tan) between Pecos Rd and Willis
Rd and Frye Rd between Bracken
Rd and Loop 101 (Price Rd)
ADOT Project No.: XMAIN 03X
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into this date Please Do Not Enter , 2015, 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") and the CITY OF CHANDLER, an Arizona municipal corporation (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 §§ 9-240, 9-276 and 48-572 to enter into this Agreement, to undertake the obligations stated herein, and, by resolution, a copy of which is attached hereto and made a part hereof, has resolved to enter into this Agreement.
3. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the State will abandon, and the City will accept ownership jurisdiction of and maintenance responsibilities for, those certain sections of state roadway situated between Pecos Road and Willis Road on Alma School Road at Loop 202 (SanTan) and between Bracken Road and L101 (Price) on Frye Road, as depicted in Exhibit A (the "Sections"), and the Parties will contribute to the necessary pavement preservation improvements to be performed by the City on these Sections (the "Project").

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

II. SCOPE OF WORK

1. The State will:

a. Upon signing and execution of this Agreement and approval by resolution of the State's Transportation Board, abandon and transfer ownership jurisdiction and maintenance responsibilities for the Sections of state roadway depicted in Exhibit A.

b. Upon approval by resolution of the State's Transportation Board for the abandonment and transfer of ownership jurisdiction and maintenance responsibilities for said Sections, and the vesting of the State's interest in the Sections in the City, the State shall pay to the City, within thirty (30) days of receipt of an invoice from the City, the sum of \$163,000.00 for the costs associated with the pavement preservation improvements associated with the Project.

2. The City will:

a. Upon signing and execution of this Agreement by the State, approval by resolution of the State's Transportation Board, and vesting in the City of the State's interest in the Sections, accept ownership jurisdiction and maintenance responsibilities for the Sections of State roadway depicted in Exhibit A.

b. Agree to waive the requirements of Arizona Revised Statutes Section § 28-7209 and will maintain the Sections as other City roadways are maintained.

c. Upon approval by resolution of the State's Transportation Board and the vesting in the City of the State's interest in the Sections, undertake to perform the necessary pavement preservation improvements on the Sections and invoice the State for the costs associated with the Project, in the amount of \$163,000.00.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein shall be the responsibility of the City for so long as the Sections described in Exhibit A remain part of the City's roadway system. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. It is further 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. To the extent permitted by law, each Party (as "indemnitor") agrees to save and hold harmless, defend and indemnify the other Party (as "indemnitee"), its departments, agencies, officers or employees, from and against any and all claims, losses, liability, damages, costs, and/or other expenses (including, but not limited to, reasonable attorneys' fees)(hereinafter, collectively referred to as "Claims") arising out of bodily injury of any person (including death), property damage and other claim (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its departments, agencies, officers, or employees. Notwithstanding the foregoing, the Parties agree that the State's indemnification and defense obligations hereunder shall only pertain to any Claims which relate to or arise from the Sections as they existed prior to the transfer of ownership jurisdiction and maintenance responsibilities of the Sections. The State's indemnification and defense obligations shall expire and terminate five (5) years after the date of this Agreement.

3. This Agreement shall not be effective unless and until the State Transportation Board approves this Agreement.

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

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. 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".

8. 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.

9. 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.

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

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

12. The Parties hereto agree and acknowledge that the Parties shall perform their responsibilities consistent with this Agreement; any change or modification to the Project shall only occur with the mutual written consent of both Parties; and any change or modification to this Agreement shall require approval of the City's governing body.

13. 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:

For Agreements and/or Amendments:
Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Chandler
Attn: Daniel Cook,
Transportation & Development Manager
Mail Stop 909
PO Box 4008
Chandler, Arizona 85224
(480) 782-3403
(480) 782-3495 Fax

For Projects:
Arizona Department of Transportation
Phoenix Maintenance District
2140 W. Hilton Avenue, Mail Drop PM00
Phoenix, Arizona 85009
(602) 712-6664
(602) 712-6983 Fax

14. 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 CHANDLER

STATE OF ARIZONA

Department of Transportation

By _____
JAY TIBSHRAENY
Mayor

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
MARLA PADDOCK
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF CHANDLER

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 CHANDLER, 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 _____, 2015.

City Attorney *GAB*