



**Chandler • Arizona**  
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# 16  
JAN 11 2007

**MEMORANDUM**

**Public Works Department – Council Memo No. TR07-018**

**DATE:** JANUARY 11, 2007

**TO:** MAYOR AND COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER  
DANIEL W. COOK, ACTING PUBLIC WORKS DIRECTOR *DKC*

**FROM:** MIKE NORMAND, ACTING ASSISTANT PUBLIC WORKS DIRECTOR *MEN*  
TRANSPORTATION AND OPERATIONS

**SUBJECT:** RESOLUTION 4033 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COUNTY PARTICIPATION IN THE DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF RIGGS ROAD, FROM GILBERT ROAD TO VAL VISTA DRIVE, IN AN AMOUNT NOT TO EXCEED \$6,750,000

RECOMMENDATION: Staff recommends Council pass and adopt Resolution 4033 approving an intergovernmental agreement with Maricopa County for County participation in the design, right-of-way acquisition, and construction of Riggs Road from Gilbert Road to Val Vista Drive, in an amount not to exceed \$6,750,000.

BACKGROUND/DISCUSSION: The City of Chandler is currently designing and acquiring right-of-way for the construction of road-widening improvements to Riggs Road, from Gilbert Road to Val Vista Drive. This project extends the improvements previously constructed on Riggs Road from Arizona Avenue to Gilbert Road. Construction is scheduled for fiscal year 2007-08.

As was the case with the first Riggs Road project, staff has negotiated a cost-share agreement with the Maricopa County Department of Transportation based upon the estimated construction cost and the approximate percentage of County island frontage. The amount of Maricopa County contribution is \$6,250,000, but the agreement has a provision for additional costs caused by material cost escalation and for change orders. The not to exceed amount in the agreement is \$6,750,000. These contributions will cover approximately 50% of the total estimated project cost.

The City will invoice the County at the completion of the project for the County's share of design costs, right-of-way acquisition costs, and construction costs.

FINANCIAL IMPLICATIONS: This agreement will provide the City with between \$6,250,000 and \$6,750,000 in reimbursements at the completion of the project.

PROPOSED MOTION: Staff recommends Council pass and adopt Resolution 4033 approving an intergovernmental agreement with Maricopa County for County participation in the design, right-of-way acquisition, and construction of Riggs Road from Gilbert Road to Val Vista Drive, in an amount not to exceed \$6,750,000.

Attachments:

Resolution 4033

Location Map

Intergovernmental Agreement



RESOLUTION NO. 4033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COUNTY PARTICIPATION IN THE DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF RIGGS ROAD FROM GILBERT ROAD TO VAL VISTA DRIVE, IN AN AMOUNT NOT TO EXCEED \$6,750,000

WHEREAS, the City of Chandler will be constructing road improvements to Riggs Road from Gilbert Road to Val Vista Drive; and

WHEREAS, a portion of the frontage of Riggs Road from Gilbert Road to Val Vista Drive is in the unincorporated County; and

WHEREAS, Maricopa County has agreed to participate in the construction of the design, right-of-way acquisition, and construction of these improvements by contributing an amount not to exceed \$6,750,000 at the completion of the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor be authorized to sign and execute said project agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4033 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2007, and that a quorum was present thereat.

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

GAB  
City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN MARICOPA COUNTY AND THE CITY OF CHANDLER  
FOR IMPROVEMENTS TO RIGGS ROAD  
FROM GILBERT ROAD TO VAL VISTA DRIVE**

(OMB Budget # T201)

This Agreement is between the County of Maricopa, a body politic, acting through the Maricopa County Department of Transportation (County), and the City of Chandler, a municipal corporation (City).

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes (A.R.S.) §11-952, as amended.

**STATUTORY AUTHORIZATION**

1. The County is empowered by A.R.S. §§11-251 and 28-6701, *et seq.*, to lay out, maintain, control and manage public roads within the County, and enter into this Agreement.
2. A.R.S. §11-951, *et seq.*, provide that public agencies may enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City is empowered by A.R.S. §§ 9-240, 9-276 and 48-502, and by the Chandler City Charter Section 1.03 to enter into this agreement

**BACKGROUND**

4. The City is improving Riggs Road from Gilbert Road to Val Vista Drive (the "Project") to meet traffic demands associated with new residential and commercial development in the area. Improvements will consist of widening Riggs Road to an urban arterial standard with 6 traffic lanes consisting of bike lanes, sidewalks, curb and gutter, street lighting, traffic signals, storm drainage, landscaping, right-of-way acquisition, utility relocation and improvements. The Project will also include matching improvements to the intersections of Riggs Road with Gilbert Road and Val Vista Drive.
5. The City will act as lead agency for all aspects of the Project including permitting, design, right-of-way acquisition, utility relocation, construction and construction management. The County will act as a financial partner with right to review plans.
6. The Project limits include Riggs Road, and the associated rights-of-way and construction easements, from the Gilbert Road intersection, specifically the east leg of that intersection, to the western right-of-way line at the Val Vista Road intersection. The Project may also include some temporary improvements on the east side of the Val Vista Drive intersection.

7. The total cost of the Project is currently estimated at \$13,400,000.

### **PURPOSE OF THE AGREEMENT**

8. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the County, and the City for the cost sharing, design, construction, and construction management for the project.

### **TERMS OF THE AGREEMENT**

#### **9. The County agrees to:**

- 9.1. The County shall make available, upon request, a project cost share guideline description sufficient to identify those costs which are eligible for funding ("Allowable Project Costs.")
- 9.2. Financially contribute 50% of Allowable Project Costs, initially estimated at \$6,250,000, as the County's total financial contribution to this project. The County's obligation for Allowable Project Costs and change orders shall not exceed \$6,750,000.
- 9.3. Remit payment of the County's financial share within 30 days of receipt of an invoice from the City received on or after July 1, 2008 (fiscal year 2009). If the Project has not been completed by July 1, 2008, the City may invoice the County for progress payments at intervals from one to six months, as the City finds convenient, and the County shall remit such progress payments within 30 days of receipt of an invoice.
- 9.4. If the County determines that the County funds will be available for this project prior to fiscal year 2009 the County will notify the City of the advanced availability of funds. The City will then invoice the County for its share of Allowable Project Costs within the fiscal year of advanced availability. The County will remit payment within 30 days of receiving an invoice.
- 9.5. Review project plans and change order requests and provide comments to the City's project manager within 10 (ten) working days.
- 9.6. Grant the City a no-fee permit for work within the County right-of-way.
- 9.7. Aid the City, if needed, to purchase and, if necessary, condemn property within unincorporated Maricopa County. Right-of-way acquisitions shall be subject to the overall 50-50 cost share for Allowable Project Costs.
- 9.8. The County specifically authorizes the City to condemn this property within unincorporated Maricopa County for this City transportation improvement project, provided the condemnation procedure is administrated under the City's name.
- 9.9. Cooperate with the City in a partnering process pursuant to Par. 10.7 to provide a convenient mechanism for resolving issues arising during construction.
- 9.10. Cooperate with the City in the annexation of right-of-way pursuant to paragraph 10.3 below.

#### **10. The City Agrees to:**

- 10.1. Act as the lead agency for this project including design, right-of-way acquisition, utility relocation, construction, and construction management utilizing City standards.
- 10.2. Provide project plans to the County for review and comment.
- 10.3. Upon final acquisition of all right-of-way necessary for the Project, annex all portions of the

roadway and right-of-way within the project limits. It is understood by both the City and the County that the final acquisition of all right-of-way may take a few years after the completion of design.

- 10.4. Assume ownership and maintenance responsibility for all of Riggs Road within the Project limits upon the start of construction.
- 10.5. Be responsible for the balance of all project costs not paid for by the County, currently estimated at \$6,250,000.
- 10.6. Invoice the County for the County's share of Allowable Project Costs on or after July 1, 2008. If the Project has not been completed by July 1, 2008, the City may invoice the County for progress payments at intervals from one to six months, as the City finds convenient.
- 10.7. Establish a partnering process in coordination with County staff to provide a convenient mechanism for resolving issues arising during construction.

### **GENERAL TERMS AND CONDITIONS**

11. The parties hereby agree that to the extent permitted by law, each party will indemnify and save the other parties harmless, including any of the parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying party of any of the provisions of this agreement. Each party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.
12. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. §11-952 and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written agreement by both parties. Either party may terminate this Agreement upon furnishing the other party with a written notice at least thirty (30) days prior to the effective date of the desired termination date.
13. Pursuant to A.R.S. §11-952, as amended, attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement.
14. This Agreement shall be subject to the provisions of A.R.S. §38-511.
15. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.
16. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated
17. This Agreement has been arrived at by negotiation and shall not be construed against either Party or against the party who prepared the last draft.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**MARICOPA COUNTY**

**CITY OF CHANDLER**

Recommended by:

Recommended by:

115511 12/12/06  
Michael S. Ellegood, P.E. Date  
Acting Transportation Director

Daniel W Cook 12-28-06  
Daniel W. Cook Date  
Acting Public Works Director

Approved and Accepted:

Approved and Accepted:

By: \_\_\_\_\_ Date  
Chairman, Board of Supervisors

By: \_\_\_\_\_ Date  
Mayor, City of

Attest:

Attest:

By: \_\_\_\_\_ Date  
Clerk of the Board

By: \_\_\_\_\_ Date  
City Clerk

**APPROVAL OF COUNTY COUNSEL AND (CITY / TOWN) ATTORNEY**

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa, and the City of Chandler pursuant to A.R.S. § 11-952, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

\_\_\_\_\_  
Deputy County Counsel

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date