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JUN 12 2008



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MEMORANDUM Public Works Department – Memo No. TR08-019

DATE: JUNE 12, 2008

TO: MAYOR & COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
RJ ZEDER, PUBLIC WORKS DIRECTOR

FROM: DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR

SUBJECT: RESOLUTION NO. 4167 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY UTILIZING SPECIAL PROJECT FUNDING FOR THE DESIGN OF MCQUEEN ROAD FROM RIGGS ROAD TO QUEEN CREEK ROAD.

RECOMMENDATION: Staff recommends that Council pass and adopt Resolution No. 4167 approving an Intergovernmental Agreement (IGA) with Maricopa County for improvements to McQueen Road from Riggs Road to Queen Creek Road, in the amount of \$100,000.

BACKGROUND AND DISCUSSION: The City of Chandler received notification on November 20, 2007 from Maricopa County Department of Transportation that the City of Chandler was awarded \$100,000 from the Transportation Advisory Board Special Project Fund.

This Special Project Fund contribution will help with the design for McQueen Road, from Riggs Road to Queen Creek Road. The improvements to McQueen Road will consist of six-traffic lanes, bike lanes, sidewalks, curbs and gutters, street lighting, turn lanes, traffic signals, storm drainage and landscaping. The project is needed to meet the traffic demands in this area of South Chandler.

The design of this project is currently underway, and construction is tentatively scheduled to start in about a year.

FINANCIAL IMPLICATIONS: This agreement will provide the City with \$100,000 in additional funding for the design of the McQueen Project.

PROPOSED MOTION: Staff recommends Council pass and adopt Resolution No. 4167 approving an Intergovernmental Agreement with Maricopa County for improvements to McQueen Road from Riggs Road to Queen Creek Road, in the amount of \$100,000.

Attachments: Resolution No. 4167
Intergovernmental Agreement

RESOLUTION NO. 4167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR IMPROVMENTS TO MCQUEEN ROAD FROM RIGGS ROAD TO QUEEN CREEK ROAD IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000).

WHEREAS, the City of Chandler desires to construct improvements to McQueen Road from Riggs Road to Queen Creek Road;

WHEREAS, the City of Chandler applied for Special Project Funds from Maricopa County to assist in the cost of the design phase of this three-mile road improvement project; and

WHEREAS, this McQueen Road Project was approved for Special Projects Funds by Maricopa County in the amount of One Hundred Thousand Dollars (\$100,000).

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

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this ___ day of _____ 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. ___ was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the ___ day of _____ 2008, and that a quorum was present thereat.

City Clerk

APPROVED AS TO FORM:

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF CHANDLER
FOR IMPROVEMENTS TO MCQUEEN ROAD
FROM RIGGS ROAD TO QUEEN CREEK ROAD
(Special Project Fund)
(TT003)

This Intergovernmental Agreement (**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**). The County and City are collectively referred to as the **Partners** or individually as a **Partner**.

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

STATUTORY AUTHORIZATION

1. A.R.S. §§11-251 and 28-6701, et seq., authorize the County to layout, maintain, control and manage public roads within the County, and enter into this Agreement.
2. A.R.S. §11-951, et seq., authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. The Maricopa County Board of Supervisors (BOS) approved the implementation of the Transportation Advisory Board Special Project Fund (TAB SPF) in the amount of \$1,000,000 by Resolution in May 2002.

4. The TAB SPF was subsequently increased to \$1,500,000 in June 2007 by BOS Amendment Resolution 02-05A. This fund was originated to respond to proposed projects that TAB considered worthy of funding, but were not programmed in MCDOT's Transportation Improvement Program (TIP). These funds are administered through MCDOT Policy T1103 in accordance with the Board of Supervisor's Resolutions.
5. The Transportation Advisory Board recommends that the Board of Supervisors select the roadway improvement project at McQueen Road from Queen Creek Road to Riggs Road in the City of Chandler for FY 2008 TAB Special Project Funding in the amount of \$100,000.
6. These special project funds (SPF) will be used to participate in the design phase of this three-mile road improvement.
7. The Project area is bound by unincorporated Maricopa County frontage at various points along McQueen Road within the Project limits of Riggs Road and Queen Creek Road.
8. The full arterial road improvements, when constructed, will widen McQueen Road from two lanes to six lanes in order to meet the traffic demands in this area of south Chandler. The scope of work of this Project will include six traffic lanes, bike lanes, sidewalks, curbs and gutters, street lighting, turn lanes, traffic signals, storm drainage, and landscaping.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the cost sharing in the design phase of this roadway Project.

TERMS OF THE AGREEMENT

10. The County Agrees to:

10.1 Cooperate with the City in the completion of the Project.

10.2 Remit payment of \$100,000 within 30 days of the receipt of a copy of the design contract and a proper invoice from the City.

10.3 Issue "no cost" permits to the City to work within the County's right-of-way.

11. The City Agrees to:

11.1 Cooperate with the County in the completion of the Project.

11.2 Act as the lead agency for all elements of the Project.

- 11.3 Invoice the County for \$100,000 upon execution of the consultant design contract which is currently anticipated to be prepared in spring 2008.
- 11.4 Upon issuance of a certificate of substantial completion for the Project, proceed with annexation of the Roadway and assume all rights of ownership and responsibility for operation and maintenance.
- 11.5 In addition to the indemnification and hold harmless provisions in paragraph 10 below, the City will assume all liability for the design, construction, inspection, operation and maintenance of the Roadway prior to and after the annexation of the Roadway by the City.
- 11.6 Provide a final accounting of all funds at the completion of the design of the Project.
- 11.7 Return any TAB-SPF funds remaining to the County upon completion of the Project.

GENERAL TERMS AND CONDITIONS

12. The Partners hereby agree that to the extent permitted by law, each Partner will indemnify and save the other Partners harmless, including any of the Partners' 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 Partner of any of the provisions of this Agreement. Each Partner 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 Partner. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Partner, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
13. 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 Partners. Either Partner may terminate this Agreement upon furnishing the other Partner with a written notice at least thirty (30) days prior to the effective termination date.
14. This Agreement shall be subject to the provisions of A.R.S. §38-511.

15. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
16. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
17. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.
18. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
19. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the City Council in such fiscal year.
20. This Agreement has been arrived at by negotiation and shall not be construed against any Partner or against the Partner who prepared the last draft.

End of Agreement - Signature Pages Follow

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

MARICOPA COUNTY

CITY OF CHANDLER

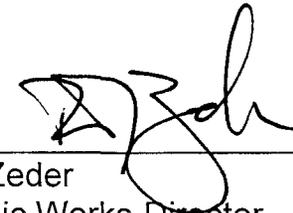
Recommended By:

Recommended By:



John B. Hauskins, P.E.
Transportation Director

5-13-08
Date



RJ Zeder
Public Works Director

5-19-08
Date

Approved and Accepted By:

Approved and Accepted By:

Andy Kunasek, Chairman
Board of Supervisors

Date

Boyd W. Dunn
Mayor, City of Chandler

Date

Attest By:

Attest By:

Fran McCarroll
Clerk of the Board

Date

Marla Paddock
City Clerk

Date

APPROVAL OF COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa, and the City of Chandler, 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 Attorney

City Attorney *CH*