A. G. Contract No. KR903211TRD
ECS File: JPA-90-160
Project No.: RS-347(13)P
TRACS No.: 347 MA PPN SS241 01C
Project: Maricopa Rd (SR-347) Seg I
Queen Creek TI to County Line

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into ~~March 25,~~ 24 May, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the State) and PINAL COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (Pinal County).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 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 delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Pinal County is empowered by Arizona Revised Statutes Section 11-251 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 Pinal County.

3. Pinal County has entered into an intergovernmental agreement with Maricopa County, Arizona, a copy of which is attached hereto and made a part hereof, which empowers Pinal County to expend Maricopa County FAS funds on behalf of Maricopa County, for improvements to Maricopa Road (SR-347).

4. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

NO. 15667
FILED WITH SECRETARY OF STATE
Date Filed 05/24/91
Richard Mahoney
Secretary of State
By Virginia J. Greenewalt

5. Such project has been selected by Pinal County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

6. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of Pinal and Maricopa County by reason of federal law and regulations under which funds for the project are authorized to be expended.

7. The work embraced in this agreement and the estimated cost are as follows: ROADWAY RECONSTRUCTION

Estimated Project Cost	$6,933,911.00
Federal Funds @ 92.77 %	$6,432,589.00
2% Surcharge of the total estimated project cost	$ 138,678.00*
Pinal Administered Maricopa County Funds	$ 640,000.00

* 2% surcharge on the total cost as per Chief Deputy State Engineer memo of February 2, 1982.

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

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA, Maricopa County and Pinal County, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of Pinal County's deposit unless and until so authorized in writing by Pinal County.

2. Prior to the solicitation of bids, Pinal County shall instruct Maricopa County to deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State with the concurrence of Pinal County, shall return to Maricopa County any part of the funds deposited by Maricopa County remaining after the County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. Pinal County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. Pinal County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. Pinal County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the Pinal County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by Pinal County.

6. Pinal County shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

III. MISCELLANEOUS PROVISIONS

1. This agreement is contingent upon the availability of funding by the parties hereto, and, the State assumes no financial obligation or liability under this agreement. Pinal County assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of Pinal County and that Pinal County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, Pinal County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the construction and construction engineering work covered by this Agreement is to be borne by FHWA, Maricopa County and Pinal County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, Pinal County agrees to furnish and provide State with funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. 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 Section 12-1518 (B) and (C).

8. 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:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 118E
Phoenix, Arizona 85007

Pinal County
County Manager
PO Box 827
Florence, Arizona 85232

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel 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.

PINAL COUNTY, ARIZONA

By Dean Weatherly
DEAN WEATHERLY
Chairman, Pinal County
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By Sherie Clegg
Deputy Clerk of the Board
Title

3329j
1FEB

JPA 90-160

RESOLUTION

BE IT RESOLVED on this 29th day of November 1990, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the construction of improvements to Maricopa Road Segment I (Queen Creek TI to County Line).

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

Roy Ellis

for JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

1203j/2

RESOLUTION NO. 32591-JPA-90-160

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION IDENTIFIED AS JPA-90-160.

WHEREAS, Pinal County and Maricopa County have entered into an intergovernmental agreement empowering Pinal County to expend Maricopa County Federal Aid Secondary funds on behalf of Maricopa County for improvements to Maricopa Road (SR-347); and

WHEREAS, the State of Arizona through its Department of Transportation has assisted in obtaining federal funds for the construction of improvements to Maricopa Road (SR-347) Segment I (Queen Creek TI to County Line); and

WHEREAS, Pinal County Board of Supervisors has determined the need to define the responsibilities of Pinal County and the State of Arizona for the construction of improvements to Maricopa Road Segment I (Queen Creek TI to County Line);

THEREFORE, BE IT RESOLVED:

THAT it is in the best interest of Pinal County to enter into an intergovernmental agreement, identified as JPA 90-160 with the State of Arizona through its Department of Transportation for the purpose of defining the responsibilities of Pinal County and the State of Arizona for the construction of improvements to Maricopa Road (SR-347) Segment I (Queen Creek TI to County Line).

BE IT FURTHER RESOLVED:

Dean Weatherly, as Chairman of the Pinal County Board of Supervisors, is authorized to execute the intergovernmental agreement identified as JPA 90-160 on behalf of Pinal County.

PASSED AND ADOPTED this 25th day of March, 1991.

PINAL COUNTY

By Dean Weatherly

Dean Weatherly, Chairman
Board of Supervisors

ATTEST:

Sheri Cluff

Sheri Cluff, Deputy Clerk

JPA 90-160

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th *day of* March, *1991.*

Patricia A. Grieb

Deputy *County Attorney*

1979j

Encumbrance No.
CS 89 1170

Project: Maricopa Road
Section: SR-347

RECEIVED
SECRETARY OF STATE
DEC 6 12 56 PM '89
JIM SHUMWAY

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY, ARIZONA
AND
PINAL COUNTY, ARIZONA
H 4-89

THIS AGREEMENT is entered into November 13, 1989 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, MARICOPA COUNTY, ARIZONA and PINAL COUNTY, ARIZONA, acting by and through their respective Boards of Supervisors (the "County of Maricopa and the County of Pinal").

I. RECITALS

1. Maricopa County and Pinal County are empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and have by resolutions, copies of which are attached hereto and made a part hereof, resolved to enter into this agreement and have authorized the undersigned to execute this agreement on behalf of Maricopa County and Pinal County.

2. State, Maricopa County and Pinal County desire to improve Maricopa Road from I-10 to State Route 84 to a four-lane divided highway for the benefit of the motoring public.

3. The State Transportation Board at their April 1989 meeting, has taken Maricopa Road into the State Highway System as a State Route and has designated the road as SR 347.

4. The State, Maricopa County and Pinal County have executed an Intergovernmental Agreement for obtaining and using Federal Highway Administration funds in the amount of $3,500,000 which is to be used on this project. A copy of this Intergovernmental Agreement is attached and marked Exhibit A.

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

II. SCOPE OF WORK

1. Maricopa County will:

a. Provide funds for the total cost of construction of a new alignment of Maricopa Road within the Maricopa County boundaries from the realigned Queen Creek traffic interchange at I-10 to its point of intersection with existing Maricopa Road, (including that portion through the reservation).

b. Provide funds for the reconstruction of existing Maricopa Road to State standards south from the point of intersection specified in paragraph (a) above to the Maricopa-Pinal County Line.

c. Participate in the Maricopa Road design as follows:

(1) Advance to Pinal County $500,000 as needed to pay the estimated cost of design management and design of the project. All funds advanced to Pinal County by Maricopa County shall be credited to Maricopa County obligation.

(2) In the event of cancellation of the project before completion of construction, Pinal County shall refund to Maricopa County any unexpended design funds advanced by Maricopa County, (see paragraph c.1) and reimburse to Maricopa County that portion of the advanced design funds expended on work other than the Maricopa County portion of the project.

(3) Participate in the consultant selection process. Approve the selection of Management and Design consultants for the Maricopa County portion. Review plans and specifications and review and approve the construction bids for the Maricopa County portion of the project prior to the award of the contract.

d. Provide the necessary construction funds (estimated at $6,200,000) after Pinal County has obtained all of the necessary right-of-way from the Gila Indian Community, for the portion of the project within Maricopa County boundaries, excluding the traffic interchange at I-10. These funds will be Maricopa County's Federal Aid Secondary (FAS) funds as approved by Maricopa Association of Governments (MAG) and the federally required local match money estimated at 10 percent of construction cost. In the event that the County's obligation in any year exceeds the above mentioned funds, the excess shall be paid out of the FAS funds obtained in the following years.

2. Pinal County will:

a. Administer design, engineering and construction of the entire Maricopa Road project to meet minimum State standards.

b. Acquire all necessary rights-of-way to accommodate a four-lane divided highway from I-10 to State Route 84.

c. Provide change of access report to State for the relocation of the Queen Creek Traffic Interchange to be submitted to Federal Highway Administration (FHWA).

d. Complete all environmental and archaeological studies per FHWA requirements.

e. Participate in the cost of the project, including design and construction, as follows:

(1) Commit an amount not to exceed $10,000,000 allocated from the Maricopa Rural Road Improvement District to design and construct the roadway within the boundaries of the Improvement District.

(2) Commit an amount not to exceed $1,000,000 of Federal Aid Secondary funds as allocated by the Central Arizona Association of Governments for construction of the roadway within Pinal County.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. 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 Section 12-1518(B) and (C).

6. 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:

   Pinal County
   Assistant County Manager for Public Works
   P. O. Box 727
   Florence, AZ 85232

   Maricopa County
   Public Works Director
   3325 West Durango Street
   Phoenix, AZ 85009

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel 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.

MARICOPA COUNTY, ARIZONA

By _____
TOM FREESTONE, Chairman
Maricopa County Board of
Supervisors

PINAL COUNTY, ARIZONA

By _____

Title Chairman, Pinal County
Board of Supervisors

APPROVAL OF THE COUNTY ATTORNEY

I have reviewed the proposed intergovernmental agreement between the COUNTY OF MARICOPA AND PINAL COUNTY, ARIZONA and declare this to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 16TH day of November, 1989.

Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
~~Robert K. Corbin~~
Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR903211TRD, an agreement between public agencies, 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 this 20th day of May, 1991

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section