CS911203

A. G. Contract No.KR910308TRD
ECS File: JPA 91-24
Project: RRP-000-5(195)P
TRACS: 940 MA MMA SR032 01C
Section: Rooks Road @ SPTC

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

THIS AGREEMENT is entered into May 29, 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 MARICOPA COUNTY, ARIZONA, acting by and through its Board of Supervisors (the "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. The 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 the County.

3. The Arizona Corporation Commission is empowered by Arizona Revised Statutes Section 40-337 to participate in the funding of this project, and has authorized funds for this project.

4. Congress has authorized appropriations for the erection of automatic warning signals, automatic gate arms, plank crossings, pavement markings, and other appurtenances.

NO. 15676
FILED WITH SECRETARY OF STATE
Date Filed 05/29/91
Richard Mahoney
Secretary of State
By Nancy V. Greenwood

5. Such project within the boundary of the County has been selected by the 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.

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

6. The work embraced in this agreement and the estimated cost are as follows:

Furnish and install Flashing Light Signals with Automatic Gates

Furnish & Install Flashing Light Signals and Gate (SPTC)	= $ 92,690.00
Preliminary & Const. Engineering	= $ 3,000.00
Subtotal	= $ 95,690.00
Federal Aid Funds at 90%	= $ 86,121.00
AZ Corp. Commission Funds @ 10% of $109,665.00	= $ 9,569.00
Maricopa County funds	= $ 0.00

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 authorize the Railroad Company to proceed with the work covered by the State-Railroad Agreement and will request the maximum federal funds available.

b. Should some 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 the County's deposit unless and until so authorized in writing by the County.

2. The 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.

3. The 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.

4. The 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 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 the County.

5. Upon completion of construction, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance; such maintenance (exclusive of maintenance by the Railroad Company of its facilities) to include, but not be limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

6. The County shall mark and sign 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.

7. By such regulation as it may by ordinance provide, the County shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The 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 the County and that the 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, the 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 and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, in the event that funds to match federal funds are not made available by the Corporation Commission, the County agrees to furnish and provide the State with County 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 may 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 contract.

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:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E, Mail Drop 616E
Phoenix, AZ 85007

Maricopa County
County Manager
111 S. Third Street
Phoenix, AZ 85003

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.

MARICOPA COUNTY, ARIZONA

By _____
TOM FREESTONE, Chairman
Board of Supervisors
MAY 06 1991

STATE OF ARIZONA
Department of Transportation

By _____
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By _____
CHERIE PENNINGTON
Clerk of the Board

3541j
26FEB

JPA 91-24

RESOLUTION

BE IT RESOLVED on this 25th day of February 1991, 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 Maricopa County for the purpose of defining responsibilities for the construction of improvements to Rooks Road at SPTC RR.

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

Ray Ellis

for JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

1203j/2

MARICOPA COUNTY BOARD OF SUPERVISORS

AGENDA FORM

RETURN TO HIGHWAY

Contract/Lease for ☐ NEW ☐ RENEWAL ☐ AMENDMENT ☐ CANCELLATION
(for existing record Encumbrance No below)

LOW ORG NO 6470 DEPARTMENT: HIGHWAY/TRAFFIC CONTROL NUMBER HD 292-90

ENCUMBRANCE NO CS911203 AGENCY PUBLIC WORKS CONTROL NUMBER PW 292-90

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

To upgrade the existing Southern Pacific Railroad crossing on Rooks Road south of Baseline Road, Work Order No. 68486, the State of Arizona requires that the County approve and execute an agreement (ADOT file JPA 91-24) covering the construction, maintenance and financing. The upgrading estimated at $95,690 will consist of installing flashing light grade crossing signals with automatic gate arms. It is recommended by the County Engineer that the Board of Supervisors approve the intergovernmental agreement.

Funding will be accomplished as follows:

Federal funds	$86,121
AZ Corp. Commission	9,569
County funds	0

This project is in Supervisor District No. 4, and 100 percent unincorporated area.

Upon approval by the Board of Supervisors, please return the original executed documents to the Highway Department for forwarding to the Arizona Department of Transportation for their execution of the agreement.

2. COMPLIANCE WITH MARICOPA COUNTY PROCUREMENT CODE 10 [illegible] article paragraph Procurement Officer

SOLE SOURCE JUSTIFICATION

3. CONTINUED FROM MEETING OF

DISCUSSED IN MEETING OF

4. ☐ **THIS DEPARTMENT WILL CAUSE PUBLICATION**
☐ **CLERK OF THE BOARD TO CAUSE PUBLICATION**

5. MOTION: It is moved that the Maricopa County Board of Supervisors approve and authorize the execution of the intergovernmental agreement (ADOT file JPA 91-24) with the State of Arizona for the installation of safety devices on the railroad crossing project on the Southern Pacific Railroad on Rooks Road south of Baseline Road, Work Order No. 68486.

6. FINANCIAL: ☐ Expenditure ☐ Revenue ☐ Budgeted ☐ Contingency ☐ Budget Amendment ☐ Transfer ☐ Grant or other

Please return an executed copy to the Clerk of the Board of Supervisors.

$ Total Fund Financial Officer

7. PERSONNEL:

Personnel Director Date

8. DEPARTMENT: Highway-6400 GS-clr

Action Recommended by 4.8.91 Date

9. MATERIALS MANAGEMENT:

A. Materials Management Director Date

B. W/MBE Representative Date

10. LEGAL: Approved as to form and within the powers and authority granted under the laws of the state of Arizona to the Maricopa County Board of Supervisors

Deputy County Attorney Date

11. OTHER: MBE Office

Signature 4-8-91 Date

12. APPROVED FOR AGENDA:

Approving Official 4-9-91 Date

13. OTHER:

Signature Date

14. BOARD OF SUPERVISORS: Action taken:

☑ Approved ☐ Amended ☐ Disapproved ☐ Deleted

Continued to: Date and type of meeting MAY 06 1991

Clerk of the Board Date

15. RECOMMENDATION OF COUNTY MANAGER:

☐ Approve ☐ Disapprove

Comments:

County Manager Date

1300-006 R5-90

clr 4-2-91

JPA 91-24

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA 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 8th day of April, 1991.

County Attorney

1979j

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

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR910308 TRD, 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 24th day of May, 1991.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section