

RESOLUTION NO. 2020-2063

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF CAMELBACK ROAD AND SARIVAL AVENUE, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Camelback Road and Sarival Avenue is an existing unsignalized intersection; and

WHEREAS, property adjacent to three corners of the intersection are located within the City of Goodyear and the property adjacent to the fourth corner is located within the jurisdiction of Maricopa County; and

WHEREAS, because of the increase in traffic volume in this area, a traffic signal is needed at this intersection; and

WHEREAS, the proposed Intergovernmental Agreement between Maricopa County and the City of Goodyear for the Installation of Traffic Signal at Camelback Road and Sarival Avenue, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, provides terms for the construction of the traffic signal by the City of Goodyear and for Maricopa County's reimbursement of twenty-five percent (25%) of the cost of the traffic signal; and

WHEREAS, the Mayor and Council of the City of Goodyear find that the adoption of the proposed Intergovernmental Agreement between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Sarival Avenue is in the best interests of the city and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve and authorize and direct the City Manager or her designee to executed the Intergovernmental Agreement between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Sarival Avenue in the form attached hereto as Exhibit A and incorporated by reference as if fully set forth herein (the "IGA").

SECTION 2. This Resolution shall become effective upon the date it is passed and adopted by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2020-2063 is a true, correct and accurate copy of Resolution No. 2020-2063, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____, 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20____.

seal

City Clerk

Exhibit "A"

Intergovernmental Agreement
Between Maricopa County
And the City of Goodyear

For Installation of Traffic Signal
At Camelback Road and Sarival Avenue

(on the following pages)

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY
AND THE CITY OF GOODYEAR
FOR INSTALLATION OF TRAFFIC SIGNAL AT
CAMELBACK ROAD AND SARIVAL AVENUE
(TT0____)
(C-64-20-_____-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Goodyear, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. Camelback Road and Sarival Avenue is an existing unsignalized intersection with stop control in all directions (**Intersection**).
5. The north leg of the Intersection is owned and operated by the County. The west, east, and south legs of the Intersection are owned and operated by the City.
6. Traffic signal warrant analysis indicated the Intersection meets signal warrants based on traffic volumes. The proposed project is to install a new traffic signal, and left turn lanes, at the Intersection (**Project**).

7. The Project is anticipated to be designed in Fiscal Year 2021 and construction is expected to begin in Fiscal Year 2022.

8. **Project Costs.** The anticipated Project costs are as follows:

8.1	Design:	\$50,000
8.2	Right-of-way Acquisition:	\$0
8.3	Construction:	\$554,900
8.4	Total Estimated Cost of the Project:	\$604,900

The project cost estimate was developed under the assumption that a private development project will construct improvements that include the addition of left turn lanes on the east leg and north legs of the intersection. If left turn lanes are not completed prior to the start of construction of this project, the addition of asphalt and associated costs to provide left turn lanes will be included in the Project. There is currently adequate asphalt to accommodate left turn lanes on the west and south legs of the intersection.

9. The Parties have agreed to financially participate in the Project. The City will fund seventy-five percent (75%), and the County will fund twenty-five (25%) of the actual cost of the project.
10. The parties have agreed that this project will utilize traffic signal poles in accordance with the Arizona Department of Transportation Signals and Lighting Standard Drawings. The County will not financially participate in Project enhancements, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture (and any other items inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the Project as set forth herein, including but not limited to cost sharing, design, permitting, right-of-way acquisition, utility relocation, construction and construction management.

TERMS OF THE AGREEMENT

12. This Agreement does not alter the ownership, operation, or maintenance responsibilities of the Parties for the Project roadways, unless otherwise specified in this Agreement.

13. Responsibilities of the County:

- 13.1 Except as provided in Paragraph 10 of this Agreement, the County shall be responsible for twenty five percent (25%) of the total cost of the Project. The total cost of the Project is currently estimated at \$604,900, with the County's responsibility being estimated at \$151,225.
- 13.2 The County's cost share contribution shall include design fees, right-of-way acquisition costs, if any, and all construction costs, including utility relocation costs if needed but not including any costs arising from City-requested enhancements as described in Paragraph 10.
- 13.3 The County shall remit payment within thirty (30) days of the receipt of an invoice from the City.
- 13.4 The County shall issue no-cost permits to the City for any necessary Project related work performed within the County.
- 13.5 The County shall participate with the City in the substantial completion, final inspection and acceptance of the Project.

14. Responsibilities of the City:

- 14.1 The City shall act as the lead agency with respect to design, right-of-way acquisition, and construction.
- 14.2 The City shall design and construct the Project to City standards.
- 14.3 The City shall apply to the County for no-cost permits for any necessary Project related work performed within County jurisdiction.
- 14.4 The City shall be responsible for seventy-five percent (75%) of the total cost of the Project. The total cost of the Project is currently estimated at \$604,900, with the City's responsibility currently estimated at \$453,675.
- 14.5 The City shall also be solely financially responsible for the cost of all Project enhancements, as described in Paragraph 10 that have been requested by the City.
- 14.6 Upon the notice to proceed for construction, the City shall invoice the County for twenty-five percent (25%) of the County's estimated total cost share contribution for right-of-way acquisition, and construction, including utility relocation if required,.

- 14.7 Upon completion of construction, the City shall invoice the County for the remaining balance of the County's total cost share contribution for right-of-way acquisition and construction, not to exceed 25% of the actual cost of the Project.
- 14.8 The City shall assume full responsibility for the operation and maintenance of the traffic signal installed as part of the Project.
- 14.9 The City shall assume all costs associated with the operation of the signalized intersections, including electrical power to the traffic signal and any associated luminaries.

GENERAL TERMS AND CONDITIONS

15. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend 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 negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party 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 caused or contributed to 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, 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.
16. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and the Mayor and Council of the City of Goodyear and shall remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the City expending any funds for the acquisition of any right-of-way needed for this project and prior to the City entering into a contract for any part of the construction of the Project.
17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.

18. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 18.2 Any breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
20. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City:

City of Goodyear
Attn: City Manager
190 North Litchfield Road
Goodyear, Arizona 85338

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
22. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
23. 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.
24. Any funding provided for in this Agreement, 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. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
25. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.

26. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
27. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
28. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
29. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
30. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
31. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
32. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

33. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
34. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
35. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
36. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Julie Arendall Date
City Manager

Approved and Accepted by:

Georgia Lord Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 6/11/2020
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Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

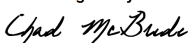
Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 6/15/2020
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Deputy County Attorney Date