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**C-7937
02/14/2012**

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 7937

(Intergovernmental Agreement between Maricopa County
and City of Glendale for Bell Road Dynamic Message
System (DMS) Project: Highway 303 to 75th Avenue)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

(Leave approximately 2" at the top of the document for the County Recorder's Office)

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GLENDALE
FOR THE BELL ROAD DYNAMIC MESSAGE SYSTEM (DMS) PROJECT:
HIGHWAY 303 to 75th AVENUE

(TT288)

MAG #: MMA11-723

CFDA #: 20.205

FEDERAL AID #: CM-MMA-0(213)A

TRACS #: SS829 01C

(C-64-12-010-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 Glendale, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. Arizona Revised Statutes (**A.R.S.**) §§ 11-251 and 28-6701 *et seq.* authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. § 11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §9-240 and §§ 9-276 *et seq.* authorize the City to layout and establish, regulate, and improve streets within the City.

BACKGROUND

4. The City of Glendale and the Maricopa County Department of Transportation (MCDOT) are members of the regional traffic management and traveler information system known as AZTech™. Led by MCDOT, AZTech™ develops and supports traffic management projects along many of the Valley's heavily traveled roadways.
5. Associated with the AZTech™ Program, this project is part of an ongoing joint effort by MCDOT, the City of Glendale, the City of Surprise and the City of Peoria to provide for the efficient management of traffic on Bell Road.
6. Dynamic Message Signs (DMS) provide important roadway congestion notices for motorists and provide real time advance notification of traffic incidents or road construction plans and events.
7. In association with the AZTech™ Program, this project covers West Bell Road from 114th Avenue to 53rd Avenue in unincorporated Maricopa County and in the City of Glendale. The project includes construction of three DMS sites and installation of two traffic management cameras. The two DMS sites in the City of Glendale are located in the vicinity of 69th Avenue and 55th Avenue and one DMS site in unincorporated Maricopa County is located in the vicinity of 114th Avenue (**Project**).
8. The estimated construction cost is \$500,000 with federal funds of \$382,200 and a local match of \$117,800. The local match portion is composed of Glendale transportation sales tax monies. However, no local match will be required if the total project cost does not exceed \$382,000.

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, design, construction and construction management, and future ownership and maintenance of the Project.

TERMS OF THE AGREEMENT

10. This Agreement is contingent upon the City's compliance with the Single Audit Act of 1984 and the availability of federal funds through the Maricopa Association of Governments Transportation Improvements Program (MAG TIP):
 - 10.1 CFDA #: 20.205
 - 10.2 Funding Source: Federal Highway Administration (FHWA)
 - i. 70% (\$382,200) Federal Funds - CMAQ (Congestion Mitigation and Air Quality)
 - ii. 30% (\$117,800) Local Funds
 - 10.3 Contract Number: CM-MMA-0(213)A
 - 10.4 Contract Period: FY 2012

- 10.5 Grant Amount: \$382,200
- 10.6 Contact Information:
 - i. Name: Faisal Saleem
 - ii. Agency: Maricopa County DOT
 - iii. Phone: 602-506-1241
 - iv. Email: FaisalSaleem@mail.maricopa.gov

11. Responsibilities of the County:

- 11.1 The County shall provide the design and construction documents for the Project to the city for review.
- 11.2 The County shall request from the City any necessary right-of-way, utility and environmental clearance background information.
- 11.3 The County shall apply for no-cost permits for Project work within the City boundaries.
- 11.4 The County shall install two DMS signs and one traffic management camera and connect the equipment to the existing City backbone traffic management fiber optic line.
- 11.5 The County shall be the lead on all construction and construction management.
- 11.6 The County shall contribute one-third of the local match requirement of the construction costs.
- 11.7 Upon completion of construction, the County shall invoice the City for two-thirds of the local match requirement of the construction costs of the Project.
- 11.8 The County shall turn over ownership and maintenance to the City of the two DMS signs and one traffic management camera upon completion of the Project.
- 11.9 The County shall amend the Bell Road Operations Plan to support the integrated operations of the installed DMS and Camera equipment.

12. Responsibilities of the City:

- 12.1 The City shall allow the County to connect into the backbone traffic management fiber optic line for the installation of the DMS signs.
- 12.2 The City shall provide the County any necessary right-of-way, utility and environmental clearance background information.
- 12.3 The City shall contribute two-thirds of the local match requirement of the construction cost within thirty (30) days of receiving the invoice from the County.

- 12.4 The City shall review all design and installation documents provided by the County and provide comments to the County within thirty (30) days after receiving documents for review from the County.
- 12.5 The City shall issue the County no-cost permits for Project work within the City boundaries.
- 12.6 The City shall assume ownership and maintenance of the two DMS signs and one traffic management camera upon completion of the Project.
- 12.7 The City shall provide a project manager or project contact person during the actual installation phase of the project to assist with proper oversight and inspection.

GENERAL TERMS AND CONDITIONS

13. By entering into this Agreement, the Parties 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. 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 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, 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.
14. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and may be recorded with the Maricopa County Recorder, 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 all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
15. This Agreement shall be subject to the provisions of A.R.S. §38-511.
16. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 16.1 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. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

- 16.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 16.3 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.
- 16.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
17. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
18. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
19. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
20. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
21. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
22. 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.
23. 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 Glendale City Council in such fiscal year.
24. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
25. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

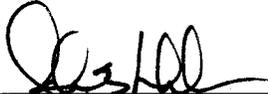
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

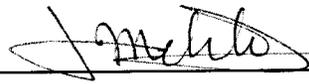
CITY OF GLENDALE

Recommended by:

Recommended by:



John B. Hauskins, P.E.
Transportation Director
2-1-2012
Date



Feb 21.12
Date

Approved and Accepted by:

Approved and Accepted by:



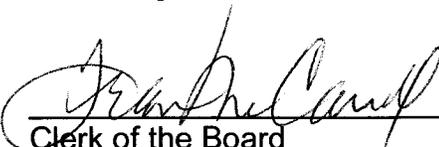
Max Wilson, Chairman
Board of Supervisors
APR 11 2012
Date



2.21.12
Date

Attest by:

Attest by:



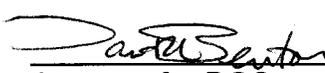
Clerk of the Board
APR 11 2012
Date



City Clerk
02/22/12
Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND 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 Parties by their respective governing bodies under the laws of the State of Arizona.



Attorney for BOS
April 11 2012
Date



City Attorney
2/15/12
Date

**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER**

HELEN PURCELL

2012-0372969 05/03/2012 08:55a

C_64_12_010M-7-1-1- hoyp

WHEN RECORDED RETURN TO:
Maricopa County Department of Transportation
Engineering and Planning Division

**INTERGOVERNMENTAL AGREEMENT
C-64-12-010-M-00**

**Between Maricopa County and City of Glendale
For
Bell Road Dynamic Message System (DMS) Project:
Highway 303 to 75th Avenue**

**Approved by the Maricopa County Board of Supervisors
On the 11th Day of April, 2012**

**DO NOT REMOVE
This is part of the official document**

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION