



Contract Number CT. TR. 14 X 016
Effective Date 8-6-13
Term Date 8-6-19
Cost ☒
Revenue ☒
Total _____ NTE: _____
Action _____
Renewal By 5-1-19
Term 8-6-19
Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 6, 2013
Transportation Agenda

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Town's of Marana, Oro Valley and Pima County will enter into an Intergovernmental Agreement for the design and construction of roadway improvements to Tangerine Road-Dove Mountain Boulevard/Twin Peaks Road to La Canada Drive. The parties to the IGA will work together collectively and cooperatively to; select and engineering consulting firm to conduct and prepare design and bid documents; select a construction contractor to construct the Project; select on one more consultants to provide professional services in connection with the acquisition of needed rights-of-way for the Project and to facilitate the administration and management of the Project. The Town of Marana is the recognized Regional Transportation Authority (RTA) "Lead Agency" for the Project, RTA Project Number 1 "Tangerine Road, I-10 to La Canada Drive; Widen to 4-lane divided desert parkway, bike lanes, drainage and turn lanes".

CONTRACT NUMBER (If applicable):_14000000000000000016

STAFF RECOMMENDATION(S):

Staff recommends approval of the intergovernmental agreement with the Town's of Marana and Oro Valley with the Town of Marana as the designated Lead Agency.

CORPORATE HEADQUARTERS: _____

To: COB- 7.24.13
Agenda 8.6.13
(3)

Procure Dept 07/18/13 PM 12:53

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$0.00 **and/or REVENUE TO PIMA COUNTY:** \$ \$00.00

FUNDING SOURCE(S): Regional Transportation Authority(Marana)
(I.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1 X		2		3 X		4		5		All	
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IMPACT:

IF APPROVED:

The Design and Construction of Roadway Improvements to Tangerine Road-Dove Mountain Boulevard/Twin Peaks Road to La Canada Drive will be cooperatively developed by 3 members of the Regional Transportation Authority.

IF DENIED:

The Design and Construction of Roadway Improvements to Tangerine Road-Dove Mountain Boulevard/Twin Peaks Road to La Canada Drive will not be cooperatively developed by 3 members of the Regional Transportation Authority.

DEPARTMENT NAME: Transportation

DEPARTMENT DIRECTOR: Priscilla S. Cornelio, P.E.

PROJECT MANAGER: Rick Ellis Project Manager, 724-6385

CONTACT PERSON: Glen Dickens Govt. Relations , Director's Office

TELEPHONE NO.: 724-6443*

*Please return item to processing contact.

CONTRACT	
NO <u>CT-TR-1400000 00000 000000 16</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT
BETWEEN AND AMONG
THE TOWN OF MARANA, THE TOWN OF ORO VALLEY
AND PIMA COUNTY
FOR THE DESIGN AND CONSTRUCTION OF
ROADWAY IMPROVEMENTS TO
TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/
TWIN PEAKS ROAD TO LA CAÑADA DRIVE**

This intergovernmental agreement (this “IGA”) is entered into by and among the TOWN OF MARANA (“Marana”), an Arizona municipal corporation, the TOWN OF ORO VALLEY (“Oro Valley”), an Arizona municipal corporation, and PIMA COUNTY (the “County”), a political subdivision of the State of Arizona. Marana, Oro Valley, and the County are sometimes collectively referred to as the “Parties,” any one of which is sometimes individually referred to as a “Party.”

RECITALS

- A. Marana has entered into or is in the process of entering into an intergovernmental agreement with the Regional Transportation Authority of Pima County (the “RTA”) to facilitate the preparation of construction design drawings and the acquisition of right-of-way needed for the construction of improvements to Tangerine Road – Twin Peaks Road to La Cañada Drive (the “Project”).
- B. Marana has been identified by the RTA as the Lead Agency for the Project and will be responsible for all aspects of project implementation, including construction.
- C. The Project is anticipated to be constructed from Dove Mountain Boulevard/Twin Peaks Road on the west to La Cañada Drive on the east, traversing approximately 2.65 miles within the town limits of Marana, approximately two miles within the town limits of Oro Valley, and approximately 1,600 feet within unincorporated Pima County.
- D. Marana and Oro Valley are authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within their respective jurisdictional boundaries.
- E. Pima County is authorized by A.R.S. § 11-251 paragraph 4 to lay out, control and manage public roads in unincorporated Pima County.
- F. The Parties enter into this IGA to work together collectively and cooperatively to accomplish the following tasks associated with the Project:
 1. To select an engineering consulting firm to conduct and prepare design and bid documents (the “Bid Documents”) for the Project.

2. To select a construction contractor to construct the Project.
 3. To select one or more consultants to provide professional services in connection with the acquisition of needed rights-of-way for the Project.
 4. To facilitate the administration and management of the Project.
- G. The Parties are authorized to contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et seq.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated by reference here, and in consideration of the matters and things set forth in this IGA, the Parties hereby agree as follows:

- 1. Purpose.** The purpose of this IGA is to set forth the responsibilities of the Parties for the design, right-of-way acquisition, and construction of the Project and to address associated the legal and administrative matters among the Parties.
- 2. The Project.** The Project consists of the design, right-of-way acquisition, and construction of the Project in a manner consistent with the Regional Transportation Plan approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006
- 3. Marana's responsibilities.** Marana shall have the following responsibilities with respect to the Project:
 - 3.1. In connection with the Project generally, Marana shall:
 - 3.1.1. Identify a Marana officer or employee who will act as Marana's representative for the Project (the "Marana Project Representative").
 - 3.1.2. Take the lead management role for the Project.
 - 3.1.3. Be responsible for the administration of the contract for the design, environmental clearance, and rights-of-way acquisition.
 - 3.1.4. Be responsible for all costs associated with the Project as required by the RTA and as provided in the RTA-approved design concept report for the Project (the "DCR").
 - 3.1.5. Be responsible for managing all Change Orders (see paragraph 10 below), including coordinating amendments and supplements to this IGA to identify and describe the cost sharing and funding mechanisms related to each Change Order before it is executed or authorized.
 - 3.2. In connection with the Project bid documents, Marana shall:
 - 3.2.1. Take the lead management role and be the lead agency for the solicitation, final selection and management of the Consultant procured to prepare the Bid Documents for the Project.

- 3.2.2. Be the lead agency for funding the design of the Project and the preparation of the bid documents for the Project through a separate agreement between Marana and the RTA
- 3.2.3. Appoint two Marana representatives to the panel responsible for selecting the Consultant (the "Consultant Selection Panel"), to work collectively and cooperatively with the representatives for the other Parties to select an additional Consultant Selection Panel member in accordance with this IGA.
- 3.2.4. Review and approve (in conjunction with representatives of the other Parties) all rights-of-way plans, legal descriptions and other right-of-way documents.
- 3.2.5. Review and approve (in conjunction with representatives of the other Parties) all design and bid documents required for construction of the Project.
- 3.3. In connection with right-of-way acquisition for the Project, Marana shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.
- 3.4. In connection with the Project construction, Marana shall:
 - 3.4.1. Pursuant to and consistent with a separate agreement between Marana and the RTA, be the lead agency for funding the construction of the Project and the procurement of the Contractor to construct the Project (see paragraph 9 below).
 - 3.4.2. Advertise for bids and award the construction contract for the Project, and administer contracts for the Project.
 - 3.4.3. Be responsible for payment of any Contractor invoices, and pay all Project costs.
 - 3.4.4. Be responsible for any traffic management, including public notification, associated with the Project.
 - 3.4.5. Be responsible for all aspects of construction administration for the Project as required by the bid documents.
 - 3.4.6. Be responsible to provide all necessary staff for Project inspection for all work performed within the Marana jurisdictional boundaries.
 - 3.4.7. Submit monthly invoices for Project construction costs in a manner consistent with the Parties' programmed funding for the Project and Marana's intergovernmental agreement with the RTA relating to the Project.
 - 3.4.8. Administer the claims process and be responsible for payment of any Contractor claim for extra compensation, allocating the cost of the settlement among the Parties according to each Party's percentage of fault, liability, and financial responsibility for the work associated with the claim.
- 3.5. After construction of the Project is completed, Marana shall be responsible for ownership and maintenance of the portions of the Project located within Marana's jurisdictional boundaries.

4. Oro Valley's responsibilities. Oro Valley shall have the following responsibilities with respect to the Project:

4.1. In connection with the Project generally, Oro Valley shall:

- 4.1.1. Identify an Oro Valley officer or employee who will act as Oro Valley's representative for the Project (the "Oro Valley Project Representative").
- 4.1.2. Provide feedback and direction on design, implementation, and construction of the portions of the Project located within or directly affecting Oro Valley.
- 4.1.3. Be responsible paying its fair share cost of Change Orders (see paragraph 10 below).

4.2. In connection with the Project bid documents, Oro Valley shall:

- 4.2.1. Appoint one Oro Valley representative to the Consultant Selection Panel, to work collectively and cooperatively with the representatives for the other Parties to select an additional Consultant Selection Panel member in accordance with this IGA.
- 4.2.2. Cooperate and coordinate with Marana's administration of the contract for the design, environmental clearance, and right-of-way acquisition for areas of the Project within Oro Valley's jurisdictional boundaries.
- 4.2.3. Be responsible for all costs attributable to Oro Valley associated with the Project as required by the RTA as provided in the DCR, with the understanding that the Parties expect to amend this IGA prior to construction of the Project to establish the then-determined actual cost estimate for the Project and Oro Valley's share of those costs.
- 4.2.4. Review and approve (in conjunction with representatives of the other Parties) all rights-of-way plans, legal descriptions and other right-of-way documents.
- 4.2.5. Review and approve (in conjunction with representatives of the other Parties) all design and bid documents required for construction of the Project.

4.3. In connection with right-of-way acquisition for the Project, Oro Valley shall cooperate and, if necessary, join with Marana in exercising the power of eminent domain as needed to acquire property needed for the Project.

4.4. In connection with the Project construction, Oro Valley shall:

- 4.4.1. Review and approve the advertisement for bids.
- 4.4.2. Participate in review and approval of the construction bids and the award of the construction contract for the Project.
- 4.4.3. Pay Project construction costs attributable to Oro Valley within 30 calendar days of receiving an invoice consistent with Oro Valley's programmed funding for the Project and Marana's intergovernmental agreement with the RTA relating to the Project.

- 4.4.4. Pay its fair share portion of the cost of any Contractor claim for extra compensation, according to Oro Valley's percentage of fault, liability, and financial responsibility for the work associated with the claim.
- 4.4.5. Provide all necessary staff for Project inspection for all work performed within Oro Valley's jurisdictional boundaries.
- 4.5. After construction of the Project is completed, Oro Valley shall be responsible for ownership and maintenance of the portions of the Project located within Oro Valley's jurisdictional boundaries.
- 5. The County's responsibilities.** The County shall have the following responsibilities with respect to the Project:
 - 5.1. In connection with the Project generally, The County shall:
 - 5.1.1. Identify a County officer or employee who will act as the County's representative for the Project (the "County Project Representative").
 - 5.1.2. Provide feedback and direction on design, implementation, and construction of the portions of the Project located within or directly affecting unincorporated Pima County.
 - 5.1.3. Be responsible paying its fair share cost of Change Orders (see paragraph 10 below).
 - 5.2. In connection with the Project bid documents, The County shall:
 - 5.2.1. Appoint one County representative to the Consultant Selection Panel, to work collectively and cooperatively with the representatives for the other Parties to select an additional Consultant Selection Panel member in accordance with this IGA.
 - 5.2.2. Cooperate and coordinate with Marana's administration of the contract for the design, environmental clearance, and right-of-way acquisition for areas of the Project within unincorporated Pima County.
 - 5.2.3. Be responsible for all costs attributable to the County associated with the Project as required by the RTA as provided in the DCR and in accordance with the allowable use of County development impact fees (which are the sole source of funding for the County's contribution and are limited to the portion of the Project constructed in unincorporated Pima County), with the understanding that the Parties expect to amend this IGA prior to construction of the Project to establish the then-determined actual cost estimate for the Project and the County's share of those costs.
 - 5.2.4. Review and approve (in conjunction with representatives of the other Parties) all rights-of-way plans, legal descriptions and other right-of-way documents.
 - 5.2.5. Review and approve (in conjunction with representatives of the other Parties) all design and bid documents required for construction of the Project.

5.3. In connection with right-of-way acquisition for the Project, the County shall cooperate and, if necessary, join with Marana in exercising the power of eminent domain as needed to acquire property needed for the Project.

5.4. In connection with the Project construction, the County shall:

5.4.1. Review and approve the advertisement for bids.

5.4.2. Participate in review and approval of the construction bids and the award of the construction contract for the Project.

5.4.3. Pay Project construction costs attributable to the County within 30 calendar days of receiving an invoice consistent with the County's programmed funding for the Project and Marana's intergovernmental agreement with the RTA relating to the Project.

5.4.4. Pay its fair share portion of the cost of any Contractor claim for extra compensation, according to the County's percentage of fault, liability, and financial responsibility for the work associated with the claim.

5.4.5. Provide all necessary staff for Project inspection for all work performed within unincorporated Pima County.

5.5. After construction of the Project is completed, the County shall be responsible for ownership and maintenance of the portions of the Project located in unincorporated Pima County.

6. Bid Documents. Bid documents and construction drawings for the Project (collectively the "Bid Documents") shall be prepared by an engineering consulting firm (the "Consultant") selected by the Consultant Selection Panel.

7. Consultant Selection Panel.

7.1. Membership. The Consultant Selection Panel shall consist of five members. Marana shall select two members, and Oro Valley and the County shall each select one member. These four members shall select by unanimous vote one remaining Consultant Selection Panel member, who shall either possess a current Professional Engineering license issued by the State of Arizona or be designated as a certified planner by the American Institute of Certified Planners.

7.2. Selection criteria. The Consultant Selection Panel shall establish selection criteria and associated ratings before publishing the solicitation of qualifications for the Consultant.

7.3. Rating. The Consultant Selection Panel shall rate each bidder based upon the agreed criteria and rating system.

7.4. Interview. The Consultant Selection Panel shall select the three highest scoring bidders for an interview, unless the Consultant Selection Panel unanimously agrees that an interview is not necessary. If interviews are conducted, the Consultant Selection Panel shall agree upon the questions, presentation criteria and time frame, and ratings associated with each.

7.5. Consultant Selection Panel membership change.

7.5.1. If one member of the Consultant Selection Panel is removed or becomes ineligible due to change of employment, conflict of interest, or any other reason prior to the selection of the Consultant, the remaining members of the Consultant Selection Panel shall complete the selection process or, by unanimous vote, disband the Consultant Selection Panel.

7.5.2. If two or more members of the Consultant Selection Panel are removed or become ineligible due to change of employment, conflict of interest, or any other reason prior to the selection of the Consultant, the Consultant Selection Panel shall be disbanded.

7.5.3. If the Consultant Selection Panel is disbanded, a new Consultant Selection Panel shall be established and shall complete the selection of the Consultant using the procedures set forth in this paragraph 7. The new Consultant Selection Panel shall use the solicitations received in response to the original solicitation of qualifications unless the new Consultant Selection Panel unanimously chooses to begin the entire selection process again.

8. Consultant's detailed scope of work and cost. The Consultant shall provide a detailed scope of work and cost proposal to Marana, who shall distribute it to Oro Valley and the County. The Parties shall provide comments, changes and revisions to the Consultant for inclusion in or exclusion from the scope of work. All Parties shall agree in writing to the final scope of work and cost proposal.

9. Contractor selection. The Project shall be constructed by a qualified construction contracting firm (the "Contractor"), who shall be selected using a low bid selection process.

10. Change Orders. This paragraph addresses changes to the scope or elements of the Consultant's contract or to the scope or elements of the Contractor's contract, either of which is referred to in this IGA as a "Change Order." The Party or Parties responsible for a Change Order shall sign and pay for (or be responsible for obtaining additional third-party funding for) all costs associated with the Change Order. The Party or Parties signing the Change Order shall identify and describe the cost sharing and funding for the Change Order before the Change Order is approved or authorized.

11. Effective date; term. This IGA shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until the sixth anniversary of final payment to the Contractor.

12. Design and construction standards.

12.1. Approved roadway cross-sections.

12.1.1. Marana's approved roadway cross-sections shall be utilized for the areas of the Project located within Marana's jurisdictional limits.

12.1.2. Oro Valley's approved roadway cross-sections shall be utilized for the areas of the Project located within Oro Valley's jurisdictional limits.

12.1.3. The portion of the Project located in unincorporated Pima County shall utilize a roadway cross-section that transitions from Marana's approved roadway cross-section to Oro Valley's approved roadway cross-section.

12.2. General. The Project shall be designed and constructed in a manner consistent with the DCR and in accordance with the terms of this IGA and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Manual on Uniform Traffic Control Devices, the Pima County/City of Tucson Standard Specifications for Public Improvements, the PAG Standard Specifications for Roadways and Public Improvements, the Pima County Roadway Design Manual, the Pima County Department of Transportation/City of Tucson Department of Transportation Pavement Marking Design Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.

13. Construction of this IGA.

13.1. Entire agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this IGA, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged in this IGA.

13.2. Exhibits. Any exhibits to this IGA are incorporated in this IGA by this reference.

13.3. Amendment. This IGA may be modified, amended, altered or changed only by written agreement signed by both Parties.

13.4. Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the Recitals section of this IGA.

13.5. Captions and headings. The headings used in this IGA are for convenience only and are not intended to affect the meaning of any provision of this IGA.

13.6. Severability. A declaration by statute or judicial decision that any provision of this IGA is invalid or void shall have no effect on other provisions that can be given effect without the invalid or void provision, and to this extent the provisions of this IGA are severable. If any provision of this IGA is declared invalid or void, the Parties agree to meet promptly in an attempt to reach an agreement on a substitute provision.

13.7. Conflict of interest. This IGA is subject to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

14. Legal Jurisdiction. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdiction of the Parties.

15. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the

Parties or create any employer-employee relationship between one Party and another Party's employees. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of another Party, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

17. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this IGA.

17.1. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this IGA.

17.2. Americans with Disabilities Act. This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

17.3. Workers' Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022(E) in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

18. Waiver. Waiver by either Party of any breach of any term, covenant or condition of this IGA shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this IGA.

19. Force Majeure. A party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this IGA, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties,

order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

- 20. Notification.** All notices or demands upon any party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To Marana:

TOWN OF MARANA
Director, Public Works
11555 W. Civic Center Dr.
Marana, Arizona 85653

To Oro Valley:

TOWN OF ORO VALLEY
Town Engineer
11000 N. La Cañada Dr.
Oro Valley, Arizona 85737

To the County:

PIMA COUNTY
Transportation Director
201 N. Stone Ave, 4th Floor
Tucson, Arizona 85701-1207

- 21. Remedies.** Any Party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this IGA.

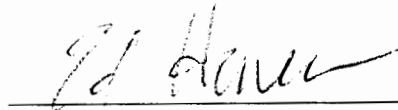
- 22. Counterparts.** This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed and attached to a single instrument.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the last signature date below.

TOWN OF MARANA

TOWN OF ORO VALLEY

PIMA COUNTY



Ed Honea, Mayor

Date: 5-7-13



Satish Hiremath, Mayor

Date: 7/5/13

Ramón Valadez, Chairman
Board of Supervisors

Date: _____

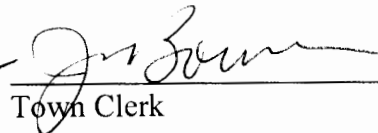
ATTEST:

ATTEST:

ATTEST:



Town Clerk



Town Clerk

Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing intergovernmental agreement among the TOWN OF MARANA, the TOWN OF ORO VALLEY, and PIMA COUNTY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

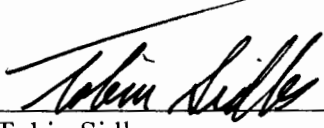
TOWN OF MARANA:

TOWN OF ORO VALLEY:

PIMA COUNTY:

for 

Frank Cassidy
Town Attorney



Tobin Sidles
Acting Town Attorney



Hal Gilbreath
Deputy County Attorney

Date: 5/7/13

Date: 7/5/13

Date: 7/11/13

RESOLUTION NO. (R)13-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY, THE TOWN OF MARANA AND PIMA COUNTY FOR A DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVDARD/TWIN PEAKS ROAD TO LA CANADA DRIVE

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley, the Town of Marana and Pima County are authorized to enter into Intergovernmental Agreements for joint and cooperative action; and

WHEREAS, pursuant to A.R.S. § 9-276, the Town is authorized to lay out, maintain, control and manage public roads within its jurisdictional boundaries; and

WHEREAS, in May 2009, the Intergovernmental Agreement regarding the construction of roadway improvements on Tangerine Road between Interstate 10 and La Canada Drive, was approved through Resolution No. (R) 09-22; and

WHEREAS, the Town of Oro Valley, the Town of Marana and Pima County desire to enter into an Intergovernmental Agreement for the design and construction of roadway improvements on Tangerine Road – Dove Mountain Boulevard/ Twin Peaks Road to La Canada Drive; and

WHEREAS, all parties to the Intergovernmental Agreement shall have input into the Design Concept Report; and

WHEREAS, at no cost to the Town, the Design Concept Report shall be separately contracted for by the Town of Marana and paid for with Regional Transportation Authority funds; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A", with the Town of Marana and Pima County to obtain a Design Concept Report regarding the construction of roadway improvements on Tangerine Road – Dove Mountain Boulevard/ Twin Peaks Road to La Canada Drive.

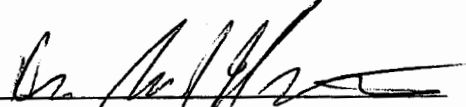
THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Oro Valley, Arizona that:

1. The Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the Town of Oro Valley, the Town of Marana and Pima County for the design and construction of roadway improvements on Tangerine Road – Dove Mountain Boulevard/ Twin Peaks Road to La Canada Drive is hereby approved.

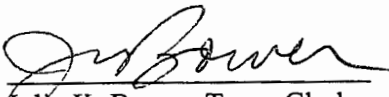
2. The Mayor and any other administrative officials are hereby authorized to take such steps necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of July, 2013.

TOWN OF ORO VALLEY

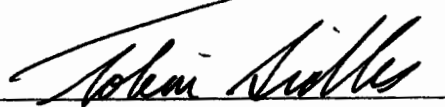

Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

7/5/13
Date

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

7/5/13
Date

MARANA RESOLUTION NO. 2013-043

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE TOWN OF MARANA, THE TOWN OF ORO VALLEY, AND PIMA COUNTY FOR THE DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS FOR TANGERINE ROAD—DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD TO LA CAÑADA DRIVE

WHEREAS the Town of Marana has entered into an intergovernmental agreement with the Regional Transportation Authority (RTA) to facilitate the construction design and right-of-way acquisition for roadway improvements for Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive; and

WHEREAS the Town has been identified by the RTA as the “Lead Agency” for the proposed roadway improvements for Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive; and

WHEREAS segments of the proposed roadway improvements for Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive are located in the town limits of Marana, unincorporated Pima County, and the town limits of Oro Valley; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the intergovernmental agreement addressed by this resolution to coordinate these road improvements among the jurisdictions.

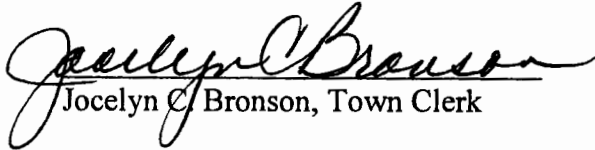
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between and among the Town of Marana, the Town of Oro Valley, and Pima County for the design and construction of roadway improvements for Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona,
this 7th day of May, 2013.

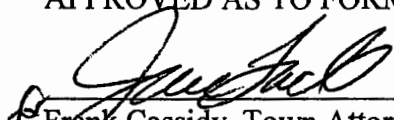


ATTEST:


Jocelyn C. Bronson, Town Clerk


Mayor Ed Honea

APPROVED AS TO FORM:


Frank Cassidy, Town Attorney