

**INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY  
AND THE CITY OF CASA GRANDE TO DEFINE RESPONSIBILITIES  
AND FINANCIAL COMMITMENTS FOR INITIAL DESIGN CONCEPT  
REPORT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“this Agreement”) is made and entered into by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “Pinal” and the City of Casa Grande, a municipal corporation of the State of Arizona, hereinafter referred to as “Casa Grande.”

**I. STATUTORY AUTHORITY**

- A. Pinal and Casa Grande are empowered by A.R.S. § 11-951 et seq. to enter into intergovernmental agreements for joint or cooperative action.
- B. Pursuant to A.R.S. § 11-251 and § 28-6707, Pinal has the authority to improve streets and highways within its jurisdiction and may cooperate with cities and towns in the construction of improvements to streets and highways lying within their jurisdiction.
- C. Pursuant to A.R.S. § 9-240 and § 9-276, Casa Grande has the authority to lay out, maintain, control, and manage public roads of the City, and to enter into this Agreement pursuant to A.R.S. § 11-951.
- D. For the safety and welfare of the public, the parties hereto desire to improve various roads located within the jurisdictions of Pinal, and Casa Grande as defined in Exhibit B hereinafter referred to as “Project.”

**II. BACKGROUND**

Rapid growth in Western Pinal County, including the City of Casa Grande, has significantly increased traffic volumes on Thornton Road, from Interstate 8 to Highway 84, as well as Selma Highway from Thornton Road to one-half mile west. The increased traffic on Thornton Road due to increased development and growth has resulted in increased traffic and congestion on Thornton Road. To move traffic safely and efficiently, the parties hereto agree to perform an initial design concept report on the portion of Thornton Road from I-8 to Highway 84 as well as Selma Highway from Thornton Road to one-half mile west. All actions related to the said report shall hereinafter be referred to as “the Project.” The full cost for the project is estimated at \$1,387,500. Based on geographic area, Pinal and the Casa Grande acknowledge that approximately 44% of the project is in Pinal County, and approximately 56% of the project is in Casa Grande.

The boundaries of the project impact the jurisdictions of Pinal on the south for approximately one and one-half (1.5) miles and the Casa Grande on the north for approximately two (2) miles.

### **III. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to define the responsibilities of Pinal and Casa Grande for cost-sharing and coordination of the final design of Thornton Road to provide a 4-lane median divided road between Highway 84 and Interstate 8.

### **IV. FUNDING**

The total estimated cost for the project is \$1,387,500 to be funded in Fiscal Year 2020/21. Pinal and the City of Casa Grande agree to share in the total cost of the project as follows:

- A. Pinal's estimated cost share is \$610,500 as payment for that portion of the Project within Pinal's jurisdiction. Pinal's cost-share shall be funded by revenues from Pinal County Highway User Revenue Fund. Pinal's estimated cost share of \$610,000 for work within Pinal County's jurisdiction due and payable to the Casa Grande after the Project contract is awarded and within forty-five (45) days of receiving an invoice from Casa Grande.
  
- B. Casa Grande's estimated cost share is \$777,000 as payment for that portion of the Project within Casa Grande's jurisdiction.

### **V. RESPONSIBILITIES OF THE PARTIES**

- A. Casa Grande shall:
  - 1. Act, through the City of Casa Grande Department of Public Works, as the lead agency through coordination with Pinal County for the Project and to prepare or be responsible for, the design, and other documents or services required to accomplish the completion of the Project Design.
  - 2. Pay 56% of the project's actual design costs, which is currently estimated to be \$777,000.
  - 3. Upon award of the contract for the project, invoice Pinal for 44% of the project's design costs currently estimated to be \$610,500.
  - 4. Upon completion of the project and once project costs have been finalized, invoice or reimburse Pinal for its portion of the difference between the estimated and actual project costs.
  
- B. Pinal County shall:
  - 1. Pay Casa Grande the estimated cost of \$610,500, which is Pinal's total estimated cost share within forty-five (45) days of receiving the invoice from

Casa Grande.

2. Upon completion of the project and once costs have been finalized, pay for its portion of the difference between the estimated and actual project's costs within forty-five (45) days after receiving an invoice from Casa Grande.

## **VI. GENERAL PROVISIONS**

- A. The foregoing recitals are hereby incorporated into this Agreement by reference as if more fully stated herein.
- B. This Agreement shall become effective upon filing with the office of the Pinal County Recorder.
- C. To the fullest extent permitted by law, each party hereto shall indemnify, defend, save, and hold harmless the other party, its agents, representatives, officers, directors, officials, and employees from and against any and all claims, demands, proceedings, suits, actions, losses, and damages of every kind and description, and expenses, including but not limited to attorneys' fees, arbitration expenses, court costs, and the cost of appellate proceedings, which may be brought or made against or incurred by the indemnified party on account of bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including losses of use resulting there-from caused in whole or in part, relating to, arising out of, or resulting from the negligent acts, professional errors, fault, mistakes, or negligent omissions, whether active or passive, of the indemnifying party, the indemnifying party's employees, agents, representatives, its subcontractors and their employees, agents or representatives, and including any party for whose negligent acts, errors, mistakes, or negligent omissions the indemnifying party may be legally liable in connection with or incident to the performance of this Agreement and arising out of Workers' Compensation claims, unemployment disability compensation claims, or employees' liability claims of the indemnifying party's employees and its subcontractors' employees, and claims under similar such laws or obligations. To the fullest extent permitted by law, the indemnifying party shall be responsible for its own negligent acts, omissions, and mistakes, and those of its employees, agents, sub-consultants, and subcontractors. Every obligation of this indemnification paragraph shall survive the completion of the services hereunder and the termination of this Agreement.
- D. This Agreement shall be effective upon execution 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 to this Agreement. This Agreement shall be recorded with the Pinal County Recorder.
- E. Either party may terminate this Agreement for conflict of interest without further obligation or penalty in accordance with A.R.S. § 38-511.

- F. All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. Mailbox in a prepaid postage envelope addressed as follows:

Larry Rains	Louis Anderson
City Manager	County Manager
City of Casa Grande	Pinal County
510 E. Florence Blvd	P. O. Box 827
Casa Grande, AZ 85122	Florence, AZ 85232

- G. The failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege. The acceptance by either party of sums less than may be due and owing to it at any time shall not be construed as an accord or satisfaction.
- H. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either party hereto other than as expressly set forth herein.
- I. This Agreement contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.
- J. Failure or unreasonable delay by any party to this Agreement to perform any term or provision of this Agreement for a period of ninety (90) days (the "Cure Period") after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.
- K. If a party to this Agreement is in material default under any provision of this Agreement that has not been cured (or is not capable of cure), the non-defaulting party shall be entitled, without prejudice to any other right or remedy that it may have under this Agreement, at law or in equity to terminate the Agreement upon written notice to the other party.

**IN WITNESS WHEREOF**, the parties executed this Agreement the day and year first written above.

CITY OF CASA GRANDE, a municipal corporation of the State of Arizona

PINAL COUNTY, a political subdivision of the State of Arizona

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk, Board of Supervisors

Approved as to form and within the powers and authority granted Casa Grande under the laws of the State of Arizona

Approved as to form and within the powers and authority granted Pinal under the laws of the State of Arizona

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Deputy County Attorney