

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: LC
Amend No. _____

Date prepared: February 14, 2008

Council Meeting Date: March 4, 2008

TO: Terrence L. Ellis, City Manager
FROM: J.P. de la Montaigne, Community Services Director J.P.
PREPARED BY: Jeff Sargent, Park Projects Administrator JS
SUBJECT: Intergovernmental Agreement between Maricopa County and the City of Peoria, Arizona

RECOMMENDATION:

That the Mayor and City Council authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Maricopa County to partner and support construction of a multi-modal trail section of the County's Maricopa Regional Trail.

SUMMARY:

City Council is requested to approve an IGA with the Maricopa County Parks and Recreation Department for the purpose of support and construction of a segment of the Maricopa Regional Trail within the City of Peoria. The Maricopa Regional Trail is a regional trail adopted by the County, incorporating the old Sun Circle (historic) Trail and generally following river alignments where possible. It targets Maricopa County parks so that it can be easily segmented into phases or segments. Each of the cities affected by these trails have been part of the planning process from its inception.

The approved trail alignment generally follows the McMicken Dam to the Agua Fria and turns north along the west edge of the Tierra del Rio development, and then connects to Peoria's third community park. The trail will then cross the Agua Fria to the west side of the river near the future Lone Mountain Parkway alignment and then continue north toward State Route 74 (see exhibit).

The County's responsibility will be to provide signage and contribute toward construction costs. The City will be responsible for building and maintaining the trail. This Agreement will begin on the date of execution by the Maricopa County Board of

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 01708 LIC. # _____
Action Date: _____

Supervisors and will expire ten (10) years thereafter except that public use and maintenance of the right of way by the City shall continue for so long as the Maricopa Trail continues to exist.

ATTACHMENT: Intergovernmental Agreement
Exhibit

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY
AND THE CITY OF PEORIA, ARIZONA**

THIS AGREEMENT is made and entered into between the County of Maricopa, a political subdivision of the State of Arizona, hereinafter referred to as the "COUNTY" and the City of Peoria, also a political subdivision of the State of Arizona, and hereinafter referred to as the "CITY".

WITNESSETH

That WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to A.R.S. § 11-952;

WHEREAS, the COUNTY, through its Parks and Recreation Department provides recreational opportunities and programs to the public; and

WHEREAS, the CITY provides recreational opportunities and programs, including off-street nonmotorized multiuse paths, within the corporate limits of the CITY; and

WHEREAS, the Maricopa County Parks and Recreation Department desires to partner with the CITY to construct a multi-modal trail section necessary to continue the Maricopa Trail; and

WHEREAS, such a proposed trail section would provide an alternative transportation route through the west valley communities, including the City of Peoria, from White Tank Mountain Regional Park to Lake Pleasant Regional Park; and

WHEREAS, since this Agreement will require administrative action from time to time to carry out the spirit and intent of the Agreement, the CITY's Director of Parks and Recreation or designee is hereby given the authority and charged with the responsibility for proper administration of this Agreement, whether or not specific authority is granted in any provision of this Agreement;

NOW THEREFORE, in consideration of the mutual promised and agreements of the parties herein, it is agreed as follows:

GENERAL PROVISIONS

1. **PROJECT DESCRIPTION**

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The area surrounding Happy Valley Parkway, connecting McMicken Dam to the Agua Fria. At the River, the trail follows the western edge of the development Tierra del Rio (who will build the trail) north to go under the bridge on the east bank. The trail will cross the river to the west bank at the future Lone Mountain Parkway alignment. From this crossing it follows the River up to Lake Pleasant at State Route 74 (see Exhibit 1). The area governed by this Agreement is referred to herein as the "Trail Segment." The Agua Fria corridor creates an off-street multimodal trail opportunity as part of the COUNTY'S Maricopa Trail within the CITY'S corporate boundaries. The Trail Segment is a connecting piece of the Maricopa Trail between White Tank Mountain Regional Park and Lake Pleasant Regional Park through neighboring jurisdictions.

2. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is for the CITY to provide support for the Maricopa Trail segments that are proposed by the COUNTY and which are part of the CITY'S Trail Master Plan.

3. **RESPONSIBILITIES**

- A. It is agreed that the Maricopa County Parks and Recreation Department will provide the following:
 - i. Provide signage designating the Trail Segment as the Maricopa Trail
 - ii. Partner with and/or support the CITY in future efforts to secure funding for improvements to the Trail Segment.
- B. It is agreed that the City of Peoria will provide the following:
 - i. Maintain the Trail Segment to City of Peoria Trail standards, including any improvements to the surfacing of the trail.
 - ii. Assure that the Trail Segment will remain as part of the CITY'S Trail System.

4. **TERM OF AGREEMENT**

This Agreement shall begin on the date of execution by the Board of Supervisors, and shall expire ten (10) years thereafter except that public use and maintenance of the right of way for the Maricopa Trail shall continue for so long as the Maricopa Trail continues to exist. This Agreement may be extended or amended upon mutual written agreement of both parties and as described in paragraph 9 of this Agreement.

5. **TERMINATION**

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination, subject however to the continued use of the right-of-way for the Maricopa Trail.

The parties recognize that performance by COUNTY and the CITY under this Agreement may be dependent upon the appropriation of funds by the State Legislature of Arizona or the Maricopa County Board of Supervisors or the Peoria City Council. Should the Legislature or the Board or the Council at any time fail to appropriate the necessary funds for such performance, then, by written notice to COUNTY to the CITY by either party this Agreement may be cancelled with no further duty or obligation hereunder.

6. **ASSIGNMENT AND DELEGATION**

Neither party may assign any rights hereunder without the express written prior consent of both parties.

7. **DISPUTES**

This Agreement shall be subject to arbitration as may be required by A.R.S. § 12-1518.

8. **CONFLICT OF INTEREST**

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

9. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. This Agreement shall not be amended or modified, in any manner, except by an instrument in writing, signed by the parties hereto. Significant changes in the scope of work may be negotiated, subject to a fully executed contract amendment.

10. **INVALIDITY OF PART OF THIS AGREEMENT**

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

11. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference, all laws governing the interagency agreements and mandatory contract provisions of state agencies required by statute or executive order.

12. **NOTICES**

All notices under this Agreement, including request for reimbursement, and payments on such requests shall be mailed or delivered to the party to receive such notice, and shall be in writing and shall be sent by U.S. Postal Service, postage prepaid, and addressed to the following individuals:

For the CITY: J.P. de la Montaigne, Director
Community Services Department
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345
(623) 773-7137

For the COUNTY: Mr. R.J. Cardin, Director
Parks and Recreation Department
Maricopa County
234 N. Central Ave., Suite 6400
Phoenix, AZ 85004
(602) 506-2930

13. **COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, non-discrimination, and affirmative action.

DATED this _____ day of _____, 2008.

MARICOPA COUNTY BOARD OF SUPERVISORS

Chairman

RECOMMENDED BY:

R.J. Cardin, Director
Parks and Recreation Department

L CON 01708:

STATE OF ARIZONA)
)ss
County of Maricopa)

On this, the _____ day of _____, 2008, before me, the undersigned Notary, _____ and being authorized to do, executed the forgoing document for the purpose therein confirmed.

Notary Public

My Commission Expires:

CITY OF PEORIA

Terrence L. Ellis, City Manager

ATTEST:

Mary Jo Kief, City Clerk

STATE OF ARIZONA)
)ss
County of Maricopa)

On this, the _____ day of _____, 2008, before me, the undersigned Notary, _____ and being authorized to do, executed the forgoing document for the purpose therein confirmed.

Notary Public

My Commission Expires:

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ATTORNEY DETERMINATION

This intergovernmental agreement between the City of Peoria, Arizona, and Maricopa County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City of Peoria attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to both parties to the Agreement represented by the City of Peoria attorney.

DATED this _____ day of _____, 2008

City of Peoria Attorney

ATTORNEY DETERMINATION

This intergovernmental agreement between the City of Peoria, Arizona, and Maricopa County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Maricopa County attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to both parties to the Agreement represented by the Maricopa County attorney.

DATED this _____ day of _____, 2008

Deputy County Attorney

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Exhibit 1. Approximate alignment of the Maricopa Trail through Peoria City boundaries and planning area. Trail is a portion of the Phase One alignment identified in the 2002 *Maricopa County Regional Trail System* master plan which extends from White Tanks Regional County Park to Lake Pleasant Regional County Park. Alignment shown is for location purposes only (actual alignment subject to change depending on local development patterns, topography, and land or easement acquisitions).