

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
PINAL COUNTY  
AND  
THE CITY OF MARICOPA

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, 2025, by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and the CITY OF MARICOPA, a municipal subdivision of the State of Arizona (the "City"). The County and City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### RECITALS

WHEREAS, State Route 347 ("SR347") is a crucial corridor partially within Pinal County that connects to Interstate 10, facilitating travel between the City and the Phoenix Metro area; and

WHEREAS, the inadequate infrastructure on SR347 has increasingly affected the region negatively, resulting in safety concerns and congestion along the corridor; and

WHEREAS, the State of Arizona, acting by and through its Department of Transportation ("State") has agreed to administer the design and construction of the widening of SR347 from Interstate 10 to the City's northern boundary but the Pinal County portion of SR347 has not yet been funded; and

WHEREAS, on May 6, 2025, the City entered into an Agreement with the State for a financial contribution to the widening of the Pinal County portion of SR347 (the "Project"); and

WHEREAS, on March 19, 2025 the Pinal County Board of Supervisors approved a letter of support including a commitment to make a financial contribution to the Project if the widening is included in the State's five-year plan; and

WHEREAS, on June 20, 2025 the Arizona State Transportation Board placed the Project on the FY2026-2030 Five-Year Transportation Facilities Construction Program ("ADOT 5-Year Plan") for construction in fiscal year 2026-2027; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended.

### AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, hereby agree as follows:

1. County Obligations. The County shall contribute a single payment of \$20,000,000.00 to the Project ("County Contribution") and remit payment to the City therefore by May 1, 2026. In

no event will the County be responsible for any additional contributions to the City for this Project.

2. City Obligations. The County hereby acknowledges and agrees that this Project is to be designed and constructed by the State. Other than acting as the fiscal agent to ensure the County Contribution is paid to the State for the Project, the City shall have no other obligations related to the County Contribution or the Project.
3. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
4. Entire Agreement. This Agreement represents the entire agreement between the Parties related to the Program and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
5. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until all payments are made.
6. Indemnification. To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
7. Waiver of Terms and Conditions. The failure of City or Pinal County to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
10. Compliance with Civil Rights. The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
11. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. §§ 12-133 and 12-1518.
12. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

13. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

If to City: City of Maricopa  
Attn: City Manager  
39700 W Civic Center Plaza  
Maricopa, AZ 85138

If to Pinal County: Pinal County /  
Attn: County Manager  
135 N. Florence St.  
Florence, Arizona 85132

14. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

15. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

16. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

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**"Pinal County"**

PINAL COUNTY, a political subdivision  
Of the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Dated: \_\_\_\_\_

**"City"**

City of Maricopa, a political subdivision of  
the State of Arizona

By: \_\_\_\_\_  
Nancy Smith, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND WITHIN THE  
POWERS AND AUTHORITY OF PINAL COUNTY:

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

ATTEST:

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

APPROVED AS TO FORM AND WITH THE  
POWERS AND AUTHORITY OF THE CITY OF  
MARICOPA:

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