

ADOT CAR No.: IGA 22-0008746-I
AG Contract No.: P001 2022 000xxx
Project Location/Name: State Route 238:
State Route 347 to the Warren Road
alignment (Maricopa's west City Limits)
Type of Work: Abandonment of Right of
Way
Federal-aid No N/A
ADOT Project No.: N/A
TIP/STIP No.: N/A
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MARICOPA

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF MARICOPA, acting by and through its Mayor and City Council (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. In accordance with House Bill (HB) 2858, the State will issue a warrant for \$800,000.00 appropriated to the City for improvements on State Route 238. The State will abandon ownership, jurisdiction, and maintenance responsibilities of State Route (SR) 238 from SR 347 to the Warren Road alignment (Maricopa's west City Limits, and current border with the Ak-Chin Indian Community) illustrated in Exhibit A, and further described in the Scope of Work section of this Agreement. A one-mile segment within the Ak-Chin Indian Community, between milepost (MP) 41 and MP 42, is excluded from this segment and will remain under the jurisdiction of the State. The State and the City will coordinate efforts for

the future abandonment of this segment via a separate agreement. SR 238 will continue to operate as an oversize/overweight road corridor.

THEREFORE, the Recitals set forth above and Exhibit A attached hereto and made a part of, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

- a. After this Agreement is executed, the State will issue a warrant to the City in the amount of \$800,000.00 for improvements on SR 238 in accordance HB 2858.
- b. After execution of this Agreement and with approval by Resolutions of the State's Transportation Board, the State will abandon and transfer ownership, jurisdiction, and maintenance responsibilities, as follows:
 - i. The section of SR 238, as illustrated in Exhibit A.
 - ii. The section of right of way pending ADOT relinquishment to the Arizona State Land Department (ASLD) and reassignment by ASLD to the City upon annexation, illustrated in Exhibit A.
 - iii. The section of right of way that will be annexed by the City, as illustrated in Exhibit A.
 - iv. The section of right of way located within the Ak-Chin Indian Community, approximately between MP 41 and MP 42, as shown in Exhibit A. The State and City will coordinate efforts for the future abandonment of this segment via a separate agreement.
- c. After approval by Resolution of the State's Transportation Board, the City will accept ownership, jurisdiction, and maintenance responsibilities of SR 238 from SR 347 to the Warren Road alignment (Maricopa's west City Limits) as described in II.1.b above and illustrated in Exhibit A.
- d. The City will assume operations and maintenance responsibilities of the sections of right of way pending annexation, relinquishment, and reassignment as illustrated in Exhibit A.
- e. During storm and flood events, the City will assist with the communication of closures to detour traffic utilizing the existing ADOT and City traffic control plans and devices when the portion of SR 238 being retained by ADOT is impacted.
- f. The City will grant ADOT a renewable five-year blanket permit for the installation of temporary traffic control devices required during storm events that may cause flooding on the portion of SR 238 being retained by ADOT west of the City limits. Notwithstanding anything to the contrary set forth herein, ADOT shall not have

authority to close any portion of SR 238 being accepted by the City without prior City approval.

- g. The City will coordinate with ADOT on any future City drainage improvements that may impact ADOT.
- h. ADOT will provide technical assistance for a legislative fix that will be requested by the City to redirect excess funds from the H.B. 2858 (Fifty-fifth Legislature – Second Regular Session (2022)) SR 347 project appropriation to the City for the use on SR 238 or SR 347.
- i. The City will waive the requirements of Arizona Revised Statutes § 28-7209.
- j. The City will continue to operate and maintain SR 238 as an oversize/overweight road corridor. The City will provide at least seven days' notice to ADOT at TOC-PlannedClosure-RestrictionCoordination@azdot.gov for any non-emergency restrictions that may impose temporary width, height, length, or weight restrictions that will affect oversized/overweight vehicles traveling on SR 238. These non-emergency restrictions will not be imposed during scheduled movements communicated to the City by ADOT.
- k. ADOT will continue to review, verify and process Class C permits for the affected area. ADOT will notify the City of permits issued for over dimensional loads and scheduled movement.

III. MISCELLANEOUS PROVISIONS

- 1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
- 2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
- 3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until otherwise agreed to by the City and ADOT.
- 4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before approval by Resolution of the State's Transportation Board.
- 5. **Title VI.** The Parties acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
- 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with Arizona laws.
- 7. **Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 8. **Inspection and Audit.** The Parties shall retain all books, accounts, reports, files and other records relating to the Agreement for five years.

9. Non-Discrimination. This Agreement 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. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
10. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available to comply with the terms of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
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. § 12-1518.
12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. 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:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Maricopa
 Attn: City Manager
 39700 W. Civic Center Plaza
 Maricopa, AZ 85138
Rick.Horst@maricopa-az.gov

16. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
17. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF MARICOPA

By _____ Date_____

City Manager
ATTEST:

By _____ Date_____

City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MARICOPA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____

City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Division Director
Infrastructure Delivery and Operations Division

By _____ Date _____
BRENT A. CAIN, PE
Division Director
Transportation Systems Management and
Operations Division

A.G. Contract No. _____ (ADOT IGA 22-0008746-I), an Agreement between public agencies, the State of Arizona and the City of Maricopa, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General