

ADOT CAR No.: IGA 25-0011098-I
AG Contract No.: P0012025000346
Project Location/Name: I-10 – City of Maricopa
Type of Work: Widening
Federal-aid No.: 347-A(214)T
ADOT Project No.: F0581 01C
TIP/STIP No.: MAG 25-17
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: 103478

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” or “Local Agency”). The State and the Local Agency 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 Local Agency is empowered by A.R.S. § 11-951 et. seq. to enter into this Agreement and has by resolution, if required, 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 Local Agency.
3. The State will administer the design and construction of the widening of State Route 347 (SR347) from Interstate 10 (I-10) to the Local Agency’s northern City limit. A portion of the widening is within Pinal County limits, from south of Riggs Road to the Local Agency’s northern City limit, approximately 7.3 miles, (the “Project”). The estimated total cost of the Project is \$134,832,000, of which the City will contribute \$50,000,000. The purpose of this Agreement is for the Parties to set forth in writing the agreed upon future financial responsibilities for the Project.
4. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The State will administer the design and construction of the Project.
 - b. The estimated total construction cost of the Project is \$134,832,000, of which the City will contribute \$50,000,000.
 - c. The City anticipates having \$50,000,000 allocated to the Project, through a City bond or sales tax and potential contributions from Pinal County by June 1, 2026.
 - d. The City will enter into a separate agreement with Pinal County, as applicable, for any contribution of funds to the Project.
 - e. The final Project amount may exceed the initial estimate, and in such case, the State is responsible for, and agrees to pay, costs exceeding the initial estimate, with the exception of City requested scope of work changes. Such changes will require State and Federal Highway Administration (FHWA) approval.
 - f. The Parties will enter into separate agreements, as applicable, to identify any additional responsibilities related to the design, construction, right of way, and/or maintenance of the Project.

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 this Agreement will only occur with the mutual written consent of all Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain this Project.
5. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The State acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds and in such case, the State is responsible to pay the difference between actual costs of the Project and the federal funds received.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the Local Agency shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State Office as set forth in this Agreement, at the request of ADOT.
13. Title VI. The Parties acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. 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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

15. Non-Availability of Funds. Every obligation of the Parties 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 for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. 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.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. 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 Group
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Maricopa
 Attn: Benjamin Bitter, City Manager
 39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 520.316.6811
Benjamin.Bitter@maricopa-az.gov

For Project Administration:

Arizona Department of Transportation
 Central District
 2140 W. Hilton Avenue, Mail Drop E7000
 Phoenix, AZ 85009
 602.712.6664

City of Maricopa
 Attn: Benjamin Bitter, City Manager
 39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 520.316.6811
Benjamin.Bitter@maricopa-az.gov

For Financial Administration:

Arizona Department of Transportation
 Project Management Group
 205 S. 17th Avenue, Mail Drop 614E
 Phoenix, AZ 85007
PMG@zdot.gov

City of Maricopa
 Attn: Benjamin Bitter, City Manager
 39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 520.316.6811
Benjamin.Bitter@maricopa-az.gov

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

22. 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.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
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Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF MARICOPA

By _____ Date _____
NANCY SMITH
Mayor

By _____ Date _____
VANESSA BUERAS
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 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 _____
AURDA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement among public agencies, the Arizona Department of Transportation 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 ADOT. No opinion is expressed as to the authority of the remaining Parties, other than ADOT or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General