

ADOT CAR No.: IGA 19-0007370-I  
AG Contract No.: P0012019001480  
Project Location/Name: SR 347 within  
City of Maricopa limits  
Type of Work: EVP MAINTAGR  
Federal-aid No.: N/A  
ADOT Project No.: MAINTAGR  
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** 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 collectively referred to as “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. The purpose of this Agreement is to allow the City to install and establish maintenance responsibilities for emergency vehicle pre-emption devices (“EVP System(s)”) on signals along State Route (SR) 347 at various intersections listed on Exhibit A, within City jurisdiction on ADOT right-of-way and in accordance with Traffic Engineering Policies, Guidelines, and Procedures number (PGP 624), hereinafter referred to as (the “Project”).

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

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**II. SCOPE OF WORK**

1. The Parties agree:
  - a. In the event that the EVP System(s) must be removed, the State will remove everything inside the cabinet and the City will remove the equipment from the signal poles.
2. The State will:
  - a. Confirm per established procedures of the State's Central District Permit Office, that the City has the required encroachment permit(s) for installation of the EVP System(s), on current, as well as future traffic signals, as identified by the City and approved by ADOT, and a valid annual blanket encroachment permit on file for only routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree that any new construction or installation shall require a separate encroachment permit through the State's Central District Permits Office, and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
  - b. Upon completion of construction and acceptance of the Project, provide a technician when access is needed to install and/or maintain the equipment for the Project in accordance with Traffic Engineering Policies Guidelines and Procedures (PGP number 624).
  - c. Not take any actions without prior notice to the City that has the effect of disabling an EVP System, rendering it not functional.
  - d. After notification from the City as provided herein, on each occasion, make a signal technician available at the impacted signal location during normal working hours, to afford access to the signal cabinet to the City personnel and contractors and thereafter review EVP Systems work and answer questions from the City personnel or City contractors.
3. The City will:
  - a. Install and maintain all EVP System(s) in accordance with PGP 624 at the City's sole expense.
  - b. Be responsible for all costs associated with training traffic signal technicians.
  - c. Request, maintain, and follow requirements of a valid annual construction encroachment permit(s) for installation of EVP System(s) and a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Central District Permits Office. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right-of-way.

- d. Contact the ADOT Systems Maintenance Group under the Transportation Systems Management and Operations (TSMO) Division, at least three business days prior to commencing any work within an affected signal cabinet, allowing ADOT to coordinate an onsite meeting of the Parties' representatives to discuss the EVP System work to be performed.
- e. Be responsible for maintaining a reasonable inventory of all associated EVP System components, including transmitters installed on fire trucks or ambulances, any optical sensor devices, and an emitter for testing as needed and appropriate, and maintain EVP on the poles, mast arms, EVP System components, and the card located in the controller cabinet.

### **III. MISCELLANEOUS PROVISIONS**

- 1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
- 2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
- 3. This Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended upon mutual written consent of both Parties. This Agreement shall be reviewed and all reviews shall be completed within 60 days prior to the end of the 5<sup>th</sup> year anniversary date.
- 4. This Agreement may be cancelled at any time prior to the installation of the initial EVP System and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the EVP System(s).
- 5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
8. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
10. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.
11. 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."
12. 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 for the continuance 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.
13. 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.
14. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
15. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.<sup>1</sup>
16. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

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<sup>1</sup> In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Maricopa  
Attn: Rob Dolson  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138  
(520) 316-6936  
[Rob.dolson@maricopa-az.gov](mailto:Rob.dolson@maricopa-az.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Ave, MD 614E  
Phoenix, Arizona 85007  
602.712.7607

City of Maricopa  
Attn: Rob Dolson  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138  
(520) 316-6936  
[Rob.dolson@maricopa-az.gov](mailto:Rob.dolson@maricopa-az.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
602.712.7545

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18. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

**CITY OF MARICOPA**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**CHRISTIAN PRICE**  
Mayor

By \_\_\_\_\_  
**BRENT CAIN, PE**  
Division Director

ATTEST:

By \_\_\_\_\_  
**VANESSA BUERAS**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF MARICOPA**

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 Arizona Revised Statutes §§ 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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City Attorney