

ADOT CAR No.: IGA 22-0008508-I
AG Contract No.: P001 2022 000685
Project Location/Name: US Highway
60/Grand Avenue
Type of Work: Emergency Vehicle
Preemption Systems
Federal-aid No.: NA
ADOT Project No.: MAINTAGR
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF EL MIRAGE

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 EL MIRAGE, 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 authorized the undersigned to execute this Agreement on behalf of the City.
3. It is to the mutual benefit of the State and the City to enter into this Agreement to specify each Party’s respective responsibilities in the development, design, installation, and maintenance of an emergency vehicle preemption (EVP) systems on US Highway 60/Grand Avenue intersections at Thompson Ranch Road/Thunderbird Road and Primrose Street (the “Project”). The City will be responsible for all costs including the development, design, and installation of the EVP system. ADOT will maintain the traffic signal poles and EVP systems within State right of way, in accordance with the ADOT Traffic Guidelines and Processes 624 – Emergency Vehicle Preemption (TGP 624).

THEREFORE, the Recitals set forth above 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. In the event that the EVP system must be disconnected or removed, ADOT reserves the right to disable the equipment or require the City to disable the equipment. In such an event, ADOT will notify the City and coordinate removal of the equipment. Removal of the equipment will be at no cost to the State.
2. The State will:
 - a. Issue, in accordance with the established procedures of the State's Central District Permit Office, the required encroachment permit(s) for installation of the EVP systems, as identified by the City and approved by ADOT. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - b. Not take any actions without prior notice to the City that has the effect of disabling an EVP system, rendering it not functional.
 - c. After notification from the City as provided herein, on each occasion, make a signal technician available at the affected signal location, during normal working hours, to afford access to the signal cabinet and to answer questions from City personnel or City contractors regarding the EVP system.
 - d. After completion of installation and acceptance of the Project, remain responsible for signal timing and maintenance of all components within the signal cabinet, except the EVP system, in accordance with TGP 624.
3. The City will:
 - a. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the installation of the EVP systems. Separate encroachment permit applications are required for any new construction or installation, related pre-construction activities, and routine maintenance and emergency work, and removal work, as applicable. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, as applicable, to keep permit valid.
 - b. Contact the ADOT Systems Maintenance Group, Signal Lighting and Technology Electric Group (SLATE) under the Transportation Systems Management & 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.
 - c. Install all EVP systems in accordance with TGP 624 at the City's sole expense.
 - d. Be responsible for all costs associated with training traffic signal technicians.

- e. Furnish any and all components for the EVP systems, including but not limited to, EVP components located in the controller cabinets, and sensor devices, and an emitter for testing.
- f. Maintain all vehicle mounted EVP systems in accordance with TGP 624 at the City's sole expense.

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 for successive periods of five years from the effective date and may be amended upon mutual written consent of both Parties.
4. Cancellation. This Agreement may be cancelled at any time up prior to the installation of the initial EVP system(s) or after 30 days prior 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 install or maintain the EVP system(s).
5. Indemnification. 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. Insurance. The City's contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their contract with the City of El Mirage, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The amounts and types of insurance required are those required by the ADOT Permits Insurance Matrix.

7. 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 City shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. Inspection and Audit. The City 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 City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
12. 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."
13. 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.
14. 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.
15. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
16. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
17. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

18. 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 El Mirage
Attn: Bryce Christo
1000 N El Mirage Road
El Mirage, AZ 85335
623.980.9980
bchristo@elmirageaz.gov

For Project Administration:

Arizona Department of Transportation
Transportation Systems Management and
Operations
6989 2nd Street
Prescott Valley, AZ 86314
928.277.2935
TBD, M-F, 8:00 am to 5:00 pm

City of El Mirage
Attn: Bryce Christo
1000 N El Mirage Road
El Mirage, AZ 85335
623.980.9980
bchristo@elmirageaz.gov

For Maintenance Related Issues:

Arizona Department of Transportation
Transportation Systems Management and
Operations SLATE Northern Regional
Manager
1959 S. Woodlands Village Blvd.
Suite B, MDF599
Flagstaff, AZ 86001
928.527.0189
TBD, M-F, 8:00 am to 5:00 pm
TBD, outside regular business hours

City of El Mirage
Attn: Cason Chambers
10355 N 121st Avenue
El Mirage, AZ 85335
623.876.4237
M-Th 6:00 am to 2:00 pm
cchambers@elmirageaz.gov

19. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by either Party and shall be in writing.
20. 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.
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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF EL MIRAGE

By _____ Date _____
ALEXIS HERMOSILLO
Mayor

ATTEST:

By _____ Date _____
SHARON ANTES
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 EL MIRAGE, 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 _____

BRENT A. CAIN, PE

Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P001 2022 000685 (ADOT IGA 22-0008508-I), an Agreement between public agencies, the State of Arizona and the City of El Mirage, 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