

ADOT CAR No.: IGA 23-0009112-I
AG Contract No.: P0012023000655
Project Location/Name: El Mirage &
Surprise Elementary
Type of Work: Speed Display Feedback
Signs
Federal-aid No.: ELM-0(214)T
ADOT Project No.: T0426 01D/01X
TIP/STIP No.: ELM23-271
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 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” 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 City is empowered by A.R.S. § 48-572 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 purpose of this Agreement is to establish each Party’s responsibilities. With the aid and consent of the State and the Federal Highway Administration (FHWA), ADOT and the Local Agency will utilize the State’s Procurement Process and ADOT Procurement contract(s), to enter into a contract with an authorized supplier who will provide the equipment as outlined in the contract and approved plans to complete this project. The Local Agency will procure four speed feedback signs and associated speed limit signs to be mounted on existing poles in proximity to school crosswalks at Acoma Drive & 126th Avenue and at 127th Avenue & Pershing Street, (the “Project” or “Equipment”). The City will receive and install the Equipment at its own cost. The Project cost, shown in Exhibit A, is estimated at \$34,000.00, which includes federal aid and the City’s match. The City will be reimbursed an amount not to exceed \$22,632.00.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.
5. The foregoing Recitals and Exhibit A 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 Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments (MAG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at \$570.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs for the procurement of the Equipment are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project costs.
 - c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Equipment.
 - d. After receipt of the City's PDA and with FHWA authorization, the ADOT Project Manager, ("PM"), will send a Notice to Proceed letter ("NTP") and begin the procurement process, coordinating with the City to solicit and enter into a contract(s)

- with authorized supplier(s) for the purchase of the Equipment. After the State enters into the contract with the authorized supplier, the City will issue a purchase order to the authorized supplier(s) instructing the authorized supplier(s) to deliver Equipment directly to the City for final acceptance and to bill the City directly.
- e. Within 30 days of receipt, review, and approval of invoice(s) and documentation of payment for Equipment reimburse the City for eligible costs incurred less the City's applicable pro-rata match, not to exceed 80% of the total amount of federal-aid programmed for the Project as depicted in Exhibit A.
 - f. After notification of receipt of Equipment and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the Local Agency to provide documentation stating where each serial number will be installed.
 - g. After notification of Project completion from the City, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.
 - h. After completion of final inspection, and within 30 days of receipt, review, and approve the final invoice and documentation from the City, reimburse the City with the remaining federal-aid approved and programmed, as depicted in Exhibit A, for this Project not to exceed \$22,632.00.
 - i. Reserve the right to de-obligate federal funds should the Project go six months or more without being charged to.
 - j. Not be obligated to complete or maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

- a. Designate the State as the City's authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$570.00. Agree to be responsible for the actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA of the Project within 30 days of receipt of an invoice.
- c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.
- d. Utilize the State's Procurement Process and the ADOT Procurement contract(s) developed and entered into for this Project. Issue a purchase order to the authorized supplier.
- e. Have 365 calendar days from the award of contract to order the Equipment.

- f. Notify the State when the Equipment is received, State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.
- g. Make all payments directly to the vendor, and be responsible for all costs incurred for the purchase of the Equipment subject to reimbursement by the State as provided herein.
- h. Within 30 days after payment for the Equipment, submit an invoice, on ADOT's Progress Payment Report Form, Exhibit B, attached and made a part of this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the City for the purchase of the Equipment, less the City's applicable pro-rata match, not to exceed 80% of \$22,632.00, the total amount of federal-aid programmed for the Project and as depicted in Exhibit A. Any costs incurred prior to the date of the official NTP will not be eligible for reimbursement.
- i. Be responsible for any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.
- j. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.
- k. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State. After completion of final inspection, invoice the State, on the Progress Payment Report Form, Exhibit B, for the remaining federal funds programmed as depicted in Exhibit A for this Project for a total not to exceed \$22,632.00.
- l. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- m. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion 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 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 completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling 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 Local Agency 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 Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local Agency, 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 Local Agency'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 Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency 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. Therefore, the Local Agency agrees 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 State 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 cancelled 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 Local Agency 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 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.
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 El Mirage
Attn: Autumn Grooms, DPA
10000 N. El Mirage Rd
El Mirage, AZ 85335
623.876.2973
agrooms@elmirageaz.gov

For Project Administration:

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

City of El Mirage
Attn: Bryce Christo, PE
10000 N. El Mirage Rd
El Mirage, AZ 85335
623.876.2974
bchristo@elmirageaz.gov

For Financial Administration:

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

City of El Mirage
Attn: Robert Weddigen, CPA,
MPA10000 N. El Mirage Rd
El Mirage, AZ 85335
623.876.2954
rweddigen@elmirageaz.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 using DocuSign.

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 EL MIRAGE

By _____ Date _____
ALEXIS A 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

Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012023000655 (ADOT IGA 23-0009112-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

EXHIBIT A**Cost Estimate****T0426 01D/01X**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

Federal-aid funds @ 94.3%	\$ 9,430.00
Local Agency's match @ 5.7%	570.00
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Subtotal - PDA	\$ 10,000.00

Procurement:

Federal-aid funds @ 94.3%	\$ 22,632.00
Local Agency's match @ 5.7%	1,368.00
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Subtotal - Procurement	\$ 24,000.00
Estimated TOTAL Project Cost*	\$ 34,000.00
Total Estimated Local Agency Funds	\$ 1,938.00
Total Federal Funds	\$ 32,062.00

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

EXHIBIT B

ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT

Report No.			IGA	23-0009112-I			
ADOT PO #			PROGRESS				
Item No.			FINAL				
Federal-aid No.	ELM-0(214)T						
ADOT Project No.	T0426 01D/01X						
Name of Project	El Mirage & Surprise Elementary						
Name of Vendor	City of El Mirage						
REMIT PAYMENT TO:	10000 N. El Mirage Rd El Mirage, AZ 85335						
Date Started :	Estimated Completion Date:	% Billed	% Complete				
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED							
Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount	
	PER IGA 23-0009112-I See Attached					\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
Submitted By: _____				Date: _____		Total to Date	\$0.00
Approved By: _____				Date: _____		Total Previous Report	\$0.00
						Current Report	\$0.00