

ADOT CAR No.: IGA 25-0011189-I
AG Contract No.: P0012025000602
Project Location/Name: Design and
construct traffic light signal at Woody
Mountain Road and US Route 66
Type of Work: Design and Construct
Traffic Signal
TIP/STIP No.: NA
Budget Source: 2025 Legislative Appropriation
Transportation Projects: General Fund (Laws 2025,
1st Regular Session, Chapter 235 Senate Bill 1737)
Appropriation No.: 2025 DT54060

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

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 FLAGSTAFF, 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. § 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. Laws 2025, 1st Regular Session, Chapter 235 (Senate Bill 1737), Section 9(A)(4) appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$1,900,000 appropriated to the Local Agency to design and construct a traffic light signal at the intersection of Woody Mountain Road and US Route 66, (the “Project”).
4. The foregoing Recitals 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. After this Agreement is executed, the State will issue a warrant to the Local Agency in the amount of \$1,900,000 for the Project.
 - b. The Local Agency will complete the Project in accordance with Laws 2025, 1st Regular Session, Chapter 235 (Senate Bill 1737), Section 9(A)(4).
 - c. After Project completion, the Local Agency will submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2025, 1st Regular Session, Chapter 235 (Senate Bill 1737), Section 9(A)(4).

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **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.
3. **Cancellation.** This Agreement may be canceled at any time up to 30 days before the appropriated funds are issued, 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 the Project.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with Arizona laws.
5. **Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. § 38-511.
6. **Inspection and Audit.** The Local Agency shall retain all books, accounts, reports, files and other records relating to the 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.
7. **Title VI.** The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
8. **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."

9. 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.
10. 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.
11. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
12. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and 35-394.
13. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
14. 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 Flagstaff
Attn: Greg Clifton
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2053
Greg.Clifton@flagstaffaz.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
fmscontroller@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

15. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
16. 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.
17. 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 FLAGSTAFF

By _____ Date _____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date _____
Stacy Saltzburg
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 Flagstaff, 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 _____
AUDRA MERRICK, PE
Project Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Flagstaff, 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