

MARICOPA ASSOCIATION OF GOVERNMENTS  
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROGRAM

AGREEMENT

MAG Electric Vehicle Charging Infrastructure Program (Siting Plans),  
Agreement No. 24-EVCIPSP-GLN  
MAG TIP Project # GLN24-280  
City of Glendale Capital Improvement Plan # XXXXX

This Joint Agency Agreement (**Agreement**) by and between the Maricopa Association of Governments (**MAG**) and the City of Glendale (**City**), an Arizona Municipal Corporation, will become effective on the day, that the Agreement it is executed by the MAG Executive Director. In this Agreement, MAG and the City are referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

**A.** MAG is the regional planning agency for Maricopa County and portions of Pinal County. MAG is governed by a regional council, which includes the mayor or chief executive of each member agency (**Regional Council**). MAG has developed an Electric Vehicle Charging Infrastructure Program (EVCIP) and associated Guidelines, as approved by the Regional Council on May 22, 2024, and incorporated herein by this reference. The Guidelines identify program goals and objectives, identify eligible project types, application and evaluations and the programming process. Included in the Guidelines was a set-aside of funding for member agencies to develop EVCIP Siting Plans (as defined in the Guidelines) prior to a larger infrastructure call for projects.

**B.** Funds for the Siting Plans are administered by the Arizona Department of Transportation (**ADOT**) through its Highway User Revenue Fund (**HURF**) sub-account for local agency streets designated collector or above, and through allocations of Surface Transportation Block Grant Program (**STBGP**) funds that are directly allocated to the MAG region and administered by ADOT. Funds will be disbursed by ADOT once an invoice is reviewed and approved in concurrence with MAG. Highway User Revenue funds (**HURF**) for the Siting Plans provided by ADOT are allocated via a funding exchange with the MAG region. Eligible activities must adhere to article IX, section 14, of the Arizona Constitution.

**C.** On May 22, 2024, MAG issued a notice for the Fiscal Year 2024 Electric Vehicle Charging Infrastructure Siting Plans Regional Competitive Program Call for Projects. A total of \$1.5 million was available for member agencies to develop siting plans for the deployment of electric vehicle charging infrastructure in their communities. At the June 26, 2024, Regional Council meeting, the City of Glendale was awarded a siting plan project (**Project**).

**D.** The regional funding for the Project is not to exceed \$74,375.00.

E. The Parties are authorized to enter into this agreement by the provisions of Arizona Revised Statutes (**A.R.S.**) § 28-6501 et seq.

### **AGREEMENT**

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**A. Purpose.** The purpose of this Agreement is to identify and define the responsibilities of the City and MAG for the development of the Project.

**B. Responsibilities of the Parties.**

**1. MAG's Responsibilities.** MAG agrees to:

- a. Administer the EVCIP, pursuant to the EVCIP Guidelines;
- b. Provide to the City the required format for submitting requests for payment, invoices, progress reports, and backup documentation;
- c. Review and approve invoices for projects to be reimbursed with HURF, subject to the terms of this Agreement;
- d. Submit approved invoices to ADOT for payment by ADOT to the City. The payments from ADOT to the City will be based on the reimbursement amount as noted in the **Recitals, Section D**. The basis for payment to City shall be reimbursement for costs in conformance with the EVCIP Guidelines.

**2. City's Responsibilities.** The City agrees to:

- a. Be responsible for all project costs and submit invoices to MAG for reimbursement. The City will:
  - 1)** be responsible for the completion of the Project;
  - 2)** conduct the consultant selection process, award the contract for the Project pursuant to the applicable laws and ordinances, and provide necessary oversight, unless agreed to otherwise by the Parties;
  - 3)** review and approve invoices from the consultant before submitting an invoice to MAG;
- b. Abide by the EVCIP Guidelines (available at [MAG EVCIP Guidelines](#)) throughout the Project;

- c. Be responsible for all Project costs in excess of the maximum amount of the funds allocated for the Project (**Allocated Funds**). The maximum amount of Allocated Funds for this Project is \$74,375.00 . The amount of funds paid to the City pursuant to this Agreement shall not exceed the Allocated Funds, as included in the Transportation Improvement Program (**TIP**) approved by MAG on June 26, 2024, and as may be amended from time to time, incorporated herein by this reference. The Allocated Funds are expressed in Year of Expenditure dollar amounts, which will not be adjusted for inflation;
- d. Provide invoices to MAG consistent with the EVCIP Guidelines;
- e. The City's authorized representative shall sign, approve and submit invoices to MAG is the City's Public Works Director or designee; and
- f. Otherwise comply with all requirements of this Agreement.

**C. Records and Audit Rights.** The City's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by MAG to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by authorized representatives of MAG, ADOT and the Auditor General of the State of Arizona (collectively Auditors), as applicable to the extent necessary to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to all of the City's records and personnel, pursuant to the provisions of this Section, throughout the term of this Agreement, and for a period of five (5) years after last or final payment.

**D. Term and Termination.** The Agreement is valid through the payment of the final invoice for completion of the Project, subject to earlier termination as specifically provided herein.

**1. Termination by MAG.** MAG reserves the right to terminate this Agreement in the event that MAG determines, in its reasonable discretion, that local or MAG Allocated Funds are not available to meet the City's financial responsibilities in regard to the Project, or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. MAG will give **60 calendar days'** advance notice of such termination, unless such notice is impracticable, in which case MAG will provide such notice as is practicable under the circumstances. In the event of such termination, MAG will recommend to ADOT that it reimburse the City as provided in this Agreement for work satisfactorily performed up to the date of termination. MAG also reserves the right to terminate this Agreement in the following circumstances:

- a. No Project Reimbursement Request has been submitted to MAG for a period of at least **3 months** from the date of the last Project Reimbursement Request (**PRR**), or the effective date of this Agreement, whichever is later.

2. **Termination by the City.** The City reserves the right to terminate this Agreement in the event that the City determines, in its reasonable discretion, that local funds are not available to meet the City's financial responsibilities in regard to the Project, or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. The City will give **60 calendar days'** advance notice of such termination, unless such notice is impracticable, in which case the City will provide such notice as is practicable under the circumstances.

3. **Termination by Mutual Consent.** The Parties may terminate this Agreement by mutual consent in the event that they determine that such termination is in furtherance of the goals of the EVCIP and is in the best interests of the Parties.

E. **Availability of Funds.** Each Party's obligations under this Agreement are conditioned upon the availability of funds, appropriated or allocated, for the payment of such obligation. No liability shall accrue to MAG in the event MAG declines to review and/or approve invoices for payment on the basis that funds are not available for payment of such invoices, and/or if MAG terminates the Agreement in accordance with this Agreement's **Section D(1)**.

F. **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.

G. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

H. **Ownership of Improvements upon Termination.** Upon the expiration or other termination of this Agreement, ownership of the Project and the improvements constructed under this Agreement shall be vested in the City.

I. **General Provisions.**

1. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

2. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

3. **Official Copies.** Upon date of execution by the MAG Executive Director, the City shall receive a signed copy of the agreement within **14 calendar days** of execution.

4. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
5. **Modifications.** Except as otherwise specifically provided in this Agreement, any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after written approval of all Parties.
6. **Attorney's Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default of this Agreement, the prevailing Party may seek from the other Party reasonable attorneys' fees and reasonable costs and expenses.
7. **Notices.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the City :

Patrick Sage  
City of Glendale Transportation Dept.  
6210 W Myrtle Ave, Suite 112  
Glendale, AZ 85301  
Tel: (623) 930-2945

If to MAG:

Executive Director  
Maricopa Association of Governments  
302 No. First Avenue  
Suite 300  
Phoenix, Arizona 85003  
Tel: (602) 254-6300  
Fax: (602) 254-6490

A notice shall be deemed received on the date delivered, if delivered by hand, on the **day** it is sent by facsimile transmission, on the **second working day** after its deposit with any commercial air courier or express services or, if mailed, **three working days** (exclusive of United State Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile

transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. Email is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

8. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
9. **Advertising.** No advertising or publicity concerning MAG using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by MAG's Executive Director.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
11. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
12. **Severability.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
13. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
14. **E-Verify.**
  - a. **Warrant of Compliance.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other that it is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A).
  - b. **Breach of Warranty.** A breach of this warranty by a Party or any of its subcontractors will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement or any subcontract.

- c. **Right to Inspect.** Each Party retains the legal right to inspect the papers of any employee who works on this Agreement or any subcontractor to ensure compliance with the warranty given above.
- d. **Random Verification.** Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.
- e. **Federal Employment Verification Provisions – No Material Breach.** A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).
- f. **Inclusion of Article in Other Contracts.** The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers. (The order for obtaining the signatures is as follows: the MAG General Counsel, the appropriate representative of the City of Glendale, and the MAG Executive Director).

MAG:

Maricopa Association of Governments, an Arizona non-profit Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ed Zuercher  
Executive Director

City of Glendale:

City of Glendale, an Arizona Municipal Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jerry P. Weiers  
Mayor

ATTEST:

By: \_\_\_\_\_  
Julie Bower  
City Clerk

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
MAG General Counsel

By: \_\_\_\_\_  
Michael Bailey  
City Attorney