

ADOT CAR No.: IGA 21-0008266-I
AG Contract No.: P001 2021 001444
Project Location/Name: Camelback Rd
between SR303 and Litchfield Rd
Type of Work: Road widening
TIP/STIP No.: N/A
Budget Source: 2022 Legislative Appropriation
Transportation Projects: General Fund (Laws 2021,
1st Regular Session, Chapter 406 Senate Bill 1820)
Appropriation No.: 2022 DT55730

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

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 GOODYEAR, 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 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. Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$8,000,000.00 appropriated to the City for a project to widen Camelback Road between SR303 and Litchfield Road, (the "Project").

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. After this Agreement is executed, the State will issue a warrant to the City in the amount of \$8,000,000.00 for the Project.
 - b. The City will utilize the \$8,000,000.00 toward the Project in accordance with Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33.
 - c. After Project completion, the City shall submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. 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 provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, 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 City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. 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 City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
7. This Agreement shall be governed by and construed in accordance with Arizona laws.

8. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
9. 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.
10. 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."
11. 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.
12. 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.
13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
14. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. 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 Goodyear
 Attn: Hugh Bigalk
 190 N. Litchfield Rd
 Goodyear, AZ 85338
 623.882.7514 / 623.606.4803
Hugh.Bigalk@goodyearaz.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 Goodyear
 Attn: Hugh Bigalk
 190 N. Litchfield Rd
 Goodyear, AZ 85338

623.882.7514 / 623.606.4803
Hugh.Bigalk@goodyearaz.gov

For Financial Administration:

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

City of Goodyear
Attn: Hugh Bigalk
190 N. Litchfield Rd
Goodyear, AZ 85338
623.882.7514 / 623.606.4803
Hugh.Bigalk@goodyearaz.gov

17. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
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.

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

CITY OF GOODYEAR

STATE OF ARIZONA

Department of Transportation

By _____
GEORGIA LORD
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
DARCIE MCCracken
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GOODYEAR

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 GOODYEAR, 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.

City Attorney

Date