

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR
FOR COORDINATION OF ROADWAY STANDARDS
RELATED TO PRIVATE DEVELOPMENTS
(C-64-23- ____ -X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Goodyear, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

DURATION

4. This Agreement shall become effective as of the later of the following the date it is approved by the Goodyear City Council and executed by the Mayor of the City of Goodyear; and the date it is approved by the Maricopa County Board of Supervisors and executed by Chairman of the Maricopa County Board of Supervisors. This Agreement shall remain in full force and effect for five (5) years (**Term**) except that it may be amended upon written Agreement by both Parties. Any Party may terminate this Agreement for any reason upon furnishing the other Party with written notice at least thirty (30) days prior to the effective termination date.

BACKGROUND

5. When private developments occur within the jurisdiction of the City, improvements to the half-street (i.e., to the center line) of roadways adjacent to the development are generally required to be designed and constructed to meet the City's Standards. Similarly, when private developments occur within the jurisdiction of the County, the roadways are generally required to be designed and constructed to meet the County's standards.
6. There are instances where a development site is located in the City's jurisdiction and adjacent half-street of roadways to be constructed by the developer are located in the County's jurisdiction. In such cases, the adjacent half-street roadways are normally required to meet County standards. However, if the City is planning to annex the adjacent half-street roadways, and the City is willing to commit to the annexation within a reasonable time frame, it may be reasonable to consider allowing the adjacent half-street roadways to be designed and constructed to City standards.
7. There are other instances where a development site is located in the City's jurisdiction that causes the need for improvements to roadways within the City's jurisdiction that were to remain County Roadways, . In such cases, it may be reasonable to consider allowing the County roadways within the City's jurisdiction to be designed and constructed to County standards if the City is willing to de-annex the county roadways and the County is willing to accept the roadways within a reasonable time frame.
8. In the situations described under Paragraphs 6 and 7 of this Agreement, it is a challenge for the developer to be required to meet both City and County standards rather than have one consistent set of standards throughout the development period. It can also be a challenge for the developer if annexation occurs during the development period because schedule and costs will be impacted if standards must be converted from County standards to City standards during the development period.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to authorize the Maricopa County Department of Transportation Director (MCDOT Director) or designee and the City Engineer or designee to enter into Letters of Agreement (**LOAs**) to allow the application of City standards on development roadways in County jurisdiction for which the City will require improvements under terms provided under this Agreement.

TERMS OF THE AGREEMENT

10. Responsibilities of the County:

- 10.1 The MCDOT Director may, in coordination with the City Engineer, determine sections of roadways suitable for a LOA and may enter into LOAs with the City for the purposes authorized in this Agreement.
- 10.2 Maricopa County Department of Transportation shall retain appropriate files related to any LOA entered into under the authority of this Agreement until all terms provided in the Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

11. Responsibilities of the City:

- 11.1 The City Engineer or designee may in coordination with the MCDOT Director, determine sections of roadways suitable for an LOA and may enter into LOAs with the County for the purposes authorized in this Agreement.
- 11.2 The City Engineer shall retain appropriate files related to any LOA entered into under the authority of this Agreement until all terms provided in the Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

TERMS OF THE LOA

- 12. Each LOA entered into under the authority of this Agreement shall include a description of the proposed development and the jurisdiction in which it is located.
 - 12.1 For the half-streets within the County that are adjacent to property located within the City under development that are to be designed and constructed pursuant to City standards, the LOA shall include:
 - i. A list of the sections of roadways within the County that are being developed to City standards in connection with the development of the adjacent property located within the City (the Subject Roadway(s)). A map may be included if deemed appropriate by the MCDOT Director or the City Engineer.
 - ii. A statement that the City commits to the annexation of the Subject Roadway(s) and acceptance of all liability associated with the Subject Roadway(s) as well as all maintenance and operation responsibilities upon approval of an applicable LOA, subject to (i) confirmation that the County has a property right over the Subject

Roadway(s); (ii) the conditions and requirements for annexation set forth in A.R.S. § 9-471 have been met or the conditions and requirements for a transfer under A.R.S. § 9-471(O) have been met; and (iii) the approval by the Goodyear City Council of the annexation of the Subject Roadway(s). The annexation or transfer shall be processed upon the completion of the Subject Roadway(s). Nothing shall prohibit the City from annexing or accepting the transfer of the Subject Roadway(s) prior to the completion.

- iii. A requirement that the Subject Roadway be designed and constructed to City standards.
- iv. A requirement that the City assume responsibility for plan review, permitting, inspections, and traffic control for the Subject Roadways to be annexed.
- v. A requirement that the City ensures that the appropriate liability insurance and project assurance are in place. The insurance shall list Maricopa County as “Additional Insured” and regardless of the form, the project bonding shall require written confirmation of the satisfaction of the City of Goodyear that project requirements have been met before the assurance may be released.

12.2 For improvements, adjacent to or within property under development located within the City, that are to be designed and constructed pursuant to County standards, the LOA shall include:

- i. A list of the sections of roadways within the County that are being developed to City standards in connection with the development of the adjacent property located within the City (the Subject Roadway(s)). A map may be included if deemed appropriate by the MCDOT Director or the City Engineer.
- ii. A statement that the County commits to accepting the Subject Roadways through the de-annexation process set forth in A.R.S. § 9-471.03 and commits to accepting the Subject Roadway as well as all liability associated with the Subject Roadway(s) and all maintenance and operation responsibilities upon approval of an applicable LOA, subject to (i) confirmation that the City has a property right over the Subject Roadway(s); and (ii) the City’s satisfaction of the conditions and requirements for de-annexation set forth in A.R.S. § 9-471.03;. The annexation or transfer shall be processed upon the completion of the Subject Roadway(s). Nothing shall prohibit the City from accepting the transfer of the Subject Roadway(s) prior to the completion.

- iii. A requirement that the Subject Roadway be designed and constructed to County standards.
 - iv. A requirement that the County will assume responsibility for plan review, permitting, inspections, and traffic control for the listed roadways to be de-annexed.
 - v. A requirement that the County ensures that the appropriate liability insurance and project bonding (assurance) are in place. The insurance shall list the City of Goodyear as "Additional Insured" and regardless of the form, the project bonding shall require written confirmation of the satisfaction of Maricopa County that project requirements have been met and the assurance may be released.
13. After the MCDOT Director and the City Engineer enter into an LOA, if unexpected or unforeseen circumstances arise that warrant an amendment to an LOA, the MCDOT Director and the City Engineer may agree to amend the LOA, in writing, subject to any limitation on the ability of the MCDOT Director or City Engineer to execute agreement imposed by the Maricopa County Board of Directors or Goodyear City Council, applicable law.
14. Nothing in any LOA shall be interpreted to enlarge or expand Maricopa County or the City of Goodyear's authority.

GENERAL TERMS AND CONDITIONS

15. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
16. This Agreement and any LOA is subject to the provisions of A.R.S. § 38-511.
17. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions, or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure

period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Goodyear
Attn: City Engineer
14455 West Van Buren Street
Suite D
Goodyear, Arizona 85338

Either Party may by written notice to the other specify a different address for notice. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight delivery service that guarantees next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

18. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
19. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
20. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
21. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

22. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electronic signatures, accompanied with verified receipts, are acceptable as original signatures for this Agreement and any LOA.
24. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
25. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
26. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

GOODYEAR

Recommended by:

City Manager
Date

Approved and Accepted by:

Mayor
Date

Attest by:

City Clerk
Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney
Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 5/11/2023
E47E233373F04C3...

Jesse Gutierrez Date
Interim Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 5/11/2023
B2E0B010DB524D1...

Deputy County Attorney Date

Certificate Of Completion

Envelope Id: FF203B7588F74F6CB65CEE9340097C99

Status: Completed

Subject: Goodyear Master Development Agreement

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kellee Salas

AutoNav: Enabled

2901 W Durango

Enveloped Stamping: Enabled

Phoenix, AZ 85009

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Kellee.Salas@maricopa.gov

IP Address: 163.116.139.114

Record Tracking

Status: Original

Holder: Kellee Salas

Location: DocuSign

5/11/2023 8:45:29 AM

Kellee.Salas@maricopa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: ITC

Location: DocuSign

Signer Events

Wayne Peck

peckw@mcao.maricopa.gov

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


B2E0BD10DB524D1...**Timestamp**

Sent: 5/11/2023 8:47:15 AM

Viewed: 5/11/2023 9:05:10 AM

Signed: 5/11/2023 9:05:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 156.42.6.1

Electronic Record and Signature Disclosure:

Accepted: 5/11/2023 9:05:10 AM

ID: f34c6247-1be4-411d-b714-93db5e74c3bd

Jesse Gutierrez

jesse.gutierrez@maricopa.gov

Deputy Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:


E47E235375F04C3...

Sent: 5/11/2023 9:05:21 AM

Viewed: 5/11/2023 2:27:26 PM

Signed: 5/11/2023 2:29:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.139.114

Electronic Record and Signature Disclosure:

Accepted: 8/19/2020 3:05:37 PM

ID: e98bdb13-b592-49ec-9fd7-cc4f4fc42fd3

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2023 8:47:15 AM
Certified Delivered	Security Checked	5/11/2023 2:27:26 PM
Signing Complete	Security Checked	5/11/2023 2:29:05 PM
Completed	Security Checked	5/11/2023 2:29:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MCDOT (Department of Transportation) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact MCDOT (Department of Transportation):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lesley.roman@maricopa.gov

To advise MCDOT (Department of Transportation) of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lesley.roman@maricopa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from MCDOT (Department of Transportation)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lesley.roman@maricopa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MCDOT (Department of Transportation)

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lesley.roman@maricopa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify MCDOT (Department of Transportation) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by MCDOT (Department of Transportation) during the course of your relationship with MCDOT (Department of Transportation).