

RESOLUTION NO. 2025-2472

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR OPERATIONS AND MAINTENANCE OF THE INTERSECTIONS AT SARIVAL AVENUE AND LOWER BUCKEYE ROAD AND SARIVAL AVENUE AND MAGNOLIA STREET, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Sarival Avenue and Lower Buckeye Road is an existing unsignalized intersection with stop control in all directions. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City; and

WHEREAS, Sarival Avenue and Magnolia Street is an existing T-intersection, with stop control in one direction. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City; and

WHEREAS, the Mayor and Council of the City of Goodyear find the adoption of the proposed Intergovernmental Agreement between Maricopa County and the City of Goodyear for operations and maintenance of the intersections at Sarival Avenue and Lower Buckeye Road and Sarival Avenue and Magnolia Street in the best interests of the city and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve and authorize the City Manager to execute the Intergovernmental Agreement between Maricopa County and the City of Goodyear for operations and maintenance, in the form attached hereto as Exhibit A (the "IGA").

SECTION 2. The Mayor and Council of the City of Goodyear further directs and authorizes the City Engineer or his/her designee to take all actions necessary to carry out the terms of the IGA approved herein.

SECTION 3. Resolution 2025-2472 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 9th day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR
FOR OPERATIONS AND MAINTENANCE OF THE INTERSECTIONS AT
SARIVAL AVENUE AND LOWER BUCKEYE ROAD AND
SARIVAL AVENUE AND MAGNOLIA STREET

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

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (A.R.S.) § 11-251 and 28-6701 *et seq.*, to lay out, maintain, control, and manage public roads within the County.
2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et seq.*, to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.
3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. Sarival Avenue is located in southwestern Maricopa County and is within the jurisdiction of the City.
5. The City is developing design plans to improve Sarival Avenue, from Yuma Road to Elwood Street, including improvements at the Sarival Avenue and Lower Buckeye Road intersection and the Sarival Avenue and Magnolia Street intersection (**Project**).
6. Sarival Avenue and Lower Buckeye Road is an existing unsignalized intersection with stop control in all directions. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City.
7. Sarival Avenue and Magnolia Street is an existing T-intersection, with stop control in one direction. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City.
8. The proposed Project improvements include:
 - 8.1 Widening the west half of Sarival Avenue to two southbound through lanes with concrete medians, curb returns, gutter and sidewalks and ramps;
 - 8.2 Street lighting;

- 8.3 Landscaping and irrigation;
 - 8.4 Traffic signal at the Sarival Avenue and Lower Buckeye intersection;
 - 8.5 Transition tapers; and
 - 8.6 Utility relocations.
9. With the exception of the transition tapers on the west leg of the Sarival Avenue and Lower Buckeye intersection, the Project will be constructed to City standards.
10. The City intends to annex a portion of the west leg of the intersection, as depicted in Exhibit A, which is attached to this Agreement and incorporated by reference.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the responsibilities of the County and the City for reviewing, approving and permitting roadway development plans and annexation of the west leg of the Intersection.

TERMS OF THE AGREEMENT

12. Responsibilities of the County:

- 12.1 Shall have no financial contribution towards the Project.
- 12.2 Review and provide comments to the City within twenty (20) working days of receipt of the design plans.
- 12.3 Provide no-cost permits for design, construction, and traffic control, as necessary, to the City for any Project-related work that lies within County boundaries.
- 12.4 Shall not be liable for design deficiencies, traffic control, construction, or inspection approvals upon the execution of this Agreement.
- 12.5 Participate in the final inspection of the Project.

13. Responsibilities of the City:

- 13.1. Shall be financially responsible for all Project costs.
- 13.2. Act as the lead agency for all aspects of the Project.
- 13.3. Provide the County with copies of design plans for review and comment.
- 13.4. Apply to the County for no-cost permits for design, construction, and traffic control, as necessary, for any Project-related work that lies within County boundaries.
- 13.5. Design and construct the Project improvements to City standards, with the exception of the transition tapers on the west leg of the Sarival Avenue and Lower Buckeye Road intersection which will be designed to County standards.

- 13.6. Assume all responsibility for maintenance, operation and related liability for the Sarival Avenue and Magnolia Street curb returns and ADA ramps that lie within County jurisdiction, as depicted in Exhibit B, which is attached to this Agreement and incorporated by reference, upon execution of this Agreement.
- 13.7. Assume all responsibility for maintenance, operation and related liability for all other aspects of the Project upon the execution of this Agreement.
- 13.8. Prior to the start of construction, begin the annexation of a portion of the west leg of the Sarival Avenue and Lower Buckeye Road intersection, as generally depicted in Exhibit A.
- 13.9. Prepare the legal description and exhibit for the proposed area of annexation and provide a copy to the County Real Estate Department for review prior to submittal to City Council.

GENERAL TERMS AND CONDITIONS

14. 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 that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
15. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
16. This Agreement may be amended only upon written agreement by all Parties.
17. This Agreement is subject to the provisions of A.R.S. § 38-511.
18. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 18.2 Any breach of the warranty shall be deemed a material breach of this agreement, of which breaching party may be liable for penalties including termination of the agreement.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

- 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
20. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
- 20.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 20.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 20.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

21. 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.
22. 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 West Durango Street
Phoenix, Arizona 85009

City of Goodyear
Attn: City Manager
1900 N. Civic Square
Goodyear, Arizona 85395

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 the 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.

23. 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.
24. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
25. 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 because of the continuation of any matter previously waived.
26. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
27. 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. Electric signatures are acceptable as original signatures.
28. 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 according to this Agreement.
29. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
30. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Wynette Reed
City Manager

Approved and Accepted by:

Joe Pizzillo
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney _____ Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Signed by:

Jesse Gutierrez

4/15/2025

Jesse Gutierrez, P.E.
Transportation Director

Date

Approved and Accepted by:

Chairman
Board of Supervisors

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

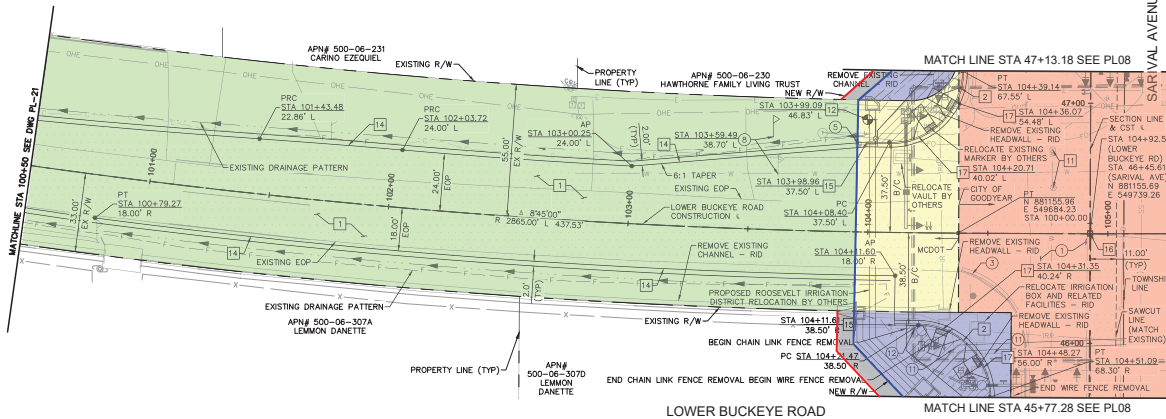
Signed by:

Max G. Carpinelli

4/21/2025

Deputy County Attorney

Date



LEGEND

-
- Legend:
- Future City of Goodyear Jurisdictional Limits
 - Proposed PUSE Limits
 - Existing MCDOT Right of Way/Future Goodyear Annexation
 - Existing MCDOT Jurisdiction
 - Existing Goodyear Jurisdiction
 - Proposed Goodyear Right of Way
 - Proposed PUSE

F.H.B.A. DESIGN	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	AZ	42048/42047	05	15	
01/25					
DATE					
DRAWN		BY	DESIGN	SG/M	CHECKED
					GP

REMOVAL NOTES

NO.	DESCRIPTION	QTY	UNIT
	REMOVAL OF PAYEMENT	1903	SY
	REMOVE PORTLAND CEMENT CONCRETE SINGLE CURB, CURB & GUTTER, HEADER CURB OR EMBANKMENT CURB	68	SF
5	REMOVE AND SALVAGE FIRE HYDRANT	1	EA
8	REMOVE AND REPLACE MAIL BOX MCCOTT DIST 2066	1	EA
11	REMOVE BARBED WIRE FENCE	53	LF
12	REMOVE CHAIN LINK FENCE	19	LF

CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
	SUBGRADE PREPARATION	2919	SY
1	6" THICK ASPHALT CONCRETE PAYEMENT	1013	TON
	12" THICK AGGREGATE BASE COURSE	2027	TON
	EMULSION ASPHALT FOR TACK COAT, TYPE 55-H	2	TON
2	CONCRETE CURB & GUTTER MAG STD DT 220, TYPE A	114	LF
	ADJUST WATER VALVE BOX FRAME & COVER W/ CON. COLLAR MAG STD DT 393-1, TYPE C	2	EA
12	FIRE HYDRANT ASSEMBLY & CONNECTION (INCLUDE ALL APPURTENANCES) CCG STD DT 6-2350	1	EA
14	ASPHALT SAFETY EDGE PER MAG STD DT 201	729	LF
15	CURB TERMINATION PER MAG STD DT 201	2	NPI
16	RESET SURVEY MARKER, MAG STD DT 120, TYPE A	1	EA
17	CONCRETE SIDEWALK RAMP, MAG STD DT 236-1	1261	SF

NOTES:

1. A MINIMUM OF ONE TEN FOOT LINE SHALL BE OPEN IN EACH DIRECTION AT ALL TIMES DURING CONSTRUCTION.

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CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C10	47.14'	30.00'	90°02'03"
C11	47.11'	30.00'	89°58'17"

