

RESOLUTION NO. 2026-2523

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA REGARDING THE DEVELOPMENT AND MAINTENANCE OF A SECTION OF THE BULLARD WASH TRAIL WITHIN ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY.

WHEREAS, the development of the Bullard Wash Trail south of McDowell Road is included in the city's FY2027 adopted capital improvement program;

WHEREAS, a section of the Bullard Wash Trail will be located under Interstate 10 within right-of-way controlled by the Arizona Department of Transportation ("ADOT"); and

WHEREAS, ADOT is requiring an agreement with the city to allow the city to construct the Bullard Wash Trail improvements within ADOT's right-of-way that identifies the parties responsibilities for the construction, operation, and maintenance of such improvements.

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 the Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation (the "State" or "ADOT") and the City of Goodyear attached hereto as Exhibit 1 (the "IGA") and authorize its execution.

SECTION 2. The Mayor, or their designee, is hereby authorized and directed to take any and all actions and to execute any and all documents necessary to carry out the intent of this Resolution and the terms of the IGA.

SECTION 3. Resolution 2026-2523 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 8th day of June, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT A

ADOT CAR No.: IGA 25-0011437-I
AG Contract No.: P0012026000191
Project Location/Name: Bullard Wash
Trail Crossing and I-10
Type of Work: Design, Construct, and
Maintain Shared Use Pathway
Federal-aid No.: NA
ADOT Project No.: MAINTAGR
TIP/STIP No.: NA
Budget Source Item No.: NA

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" 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. The Local Agency will design, advertise, award, administer, construct and maintain a shared use pathway with landscaping along the Bullard Wash Trail Crossing under Interstate 10 (I-10) within State right of way, (the "Project"). The City will be responsible for the operation and maintenance of the Project and surrounding area as shown in Exhibit A, (the "Project Area"). The Local Agency will obtain a permit from the State to complete the Project and be responsible for actual costs, operations, and maintenance of the Project. Maintenance responsibilities will be defined in the Scope of Work section of this Agreement and shown in Exhibit A.
4. The foregoing Recitals and Exhibits 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. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Agency's Project will only occur with the mutual written consent of both Parties.
 - b. The Local Agency will be responsible for any and all Project costs.
 - c. Any future modifications within the Project Area required for transportation purposes and resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the Local Agency.
2. The State will:
 - a. Review the design plans, specifications and other such documents and services required for the construction of the Project within the State's right of way and provide comments to the Local Agency as appropriate.
 - b. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit for the initial construction of the Project, separate permits for related pre-construction activities (such as pot-holing, utility work, survey, etc.), and a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - c. Access the Project Area as required to conduct State maintenance operations on ADOT infrastructure. When major maintenance operations on ADOT infrastructure occur that will impact the Project, communicate with the Local Agency to ensure adequate safety precautions are taken prior to closing of the Project Area.
 - d. Not be responsible for any damage to the Project, including the pathway, concrete curb, landscape, existing wire mesh fence, new wire mesh fences, new expanded metal fence, and gates if directly adjacent to the pathway, resulting from the State conducting its maintenance operations on ADOT infrastructure.
 - e. Coordinate with the Local Agency throughout the construction phase of the Project for the State's inspection of the Project.
 - f. Not be obligated to maintain those areas identified as the Local Agency's responsibility in Exhibit A.

3. The Local Agency will:

- a. Prepare and provide the design documents required for construction of the Project and incorporate comments from the State as appropriate.
- b. Not proceed with construction of the Project until ADOT has concurred with the location and reviewed and approved final design.
- c. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- d. Maintain and follow requirements of a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights of way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Central District Permits Office. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way.
- e. Install, maintain, and operate lighting as part of the Project. Install new lighting and be responsible for all costs associated with maintenance of said lighting. Continue to maintain underdeck lighting per IGA #07-076.
- f. Be responsible for landscape maintenance within the Project Area, as shown in Exhibit A, including but not limited to, installation and maintenance of irrigation system(s), the irrigation system will be powered and have its own source of water, which will be procured at the sole expense of the Local Agency.
- g. Be responsible for all Project and maintenance costs incurred in performing and accomplishing the work as set forth under this Agreement.
- h. After final inspection and acceptance of the Project, assume ownership, operation, and maintenance responsibilities, associated with the Project as shown in Exhibit A.
- i. For the Project, within ADOT right of way, as shown in Exhibit A, serve as the first point of contact for complaints regarding the operation and maintenance of the Project.
- j. Be responsible for the maintenance of paint on the bridge piers and fascia.
- k. Be responsible for aviary and pest control measures throughout the Project.
- l. Maintain fencing and gates for access within the Project as shown on Exhibit A.

- m. Be responsible for maintenance within the Project Area including but not limited to, pedestrian facilities, fencing, graffiti abatement, litter, trash, drainage grates, gabion baskets and rip rap, erosion control, hazardous litter, debris and trash removal, weed control in both landscaped and non landscaped area, rustication of surface treatments, aesthetics, and any other features including but not limited to pedestrian crossings, raised medians, and pedestrian refuges.
- n. Coordinate with City of Goodyear Police to address homeless encampment and clean-up within the Project Area consistent with City guidelines.
- o. Be responsible for maintenance of all landscape features, including trees and shrubs, within the Project Area, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscape and keeping maintenance access paths clear of landscape and removal of landscape features including shrubs.
- p. Address any ADA concerns and maintain the integrity of the new and existing sidewalks within the Project Area.
- q. Repair damage to pathway, fencing, landscaping, grates, or gates that are within the Project Area due to any maintenance vehicles and/or equipment accessing the area for cleanup/repairs.
- r. Be responsible for and maintain all signage, and other devices as placed in conjunction with the Project.
- s. Provide access for ADOT's operation and maintenance of ADOT infrastructure.
- t. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time, so long as the canceling Party provides at least 30 days' written notice to the other Party. It is understood and agreed that,

in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further 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.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local Agency, 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 Local Agency'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 Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
10. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this 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.
11. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

12. 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.”
13. 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.
14. 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.
15. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
16. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
17. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
18. 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 Group
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
 City Manager
 1900 N. Civic Square
 Goodyear, AZ 85395
 623.932.3910

For Project Administration:

Arizona Department of Transportation
 Development Engineer – Central District
 2140 W. Hilton Avenue, Mail Drop E7000
 Phoenix, AZ 85009
 602.712.6664

City of Goodyear
 City Engineer
 1900 N. Civic Square
 Goodyear, AZ 85395
 623.932.3910

For Maintenance Related Issues:

Arizona Department of Transportation
Senior Division Administrator
Central District
2140 W. Hilton Avenue, Mail Drop E7000
Phoenix, AZ 85009
602.712.6664

City of Goodyear
Parks & Recreation Department,
Director
1900 N. Civic Square
Goodyear, AZ 85395
623.932.3910

19. 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.
 20. 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.
 21. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
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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 GOODYEAR

By _____ Date _____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date _____
JASMINE PERNICANO
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 Goodyear, 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 _____

MATT MOUL, PE

Project Delivery and Operations

Division Director

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

[illegible]

	Multi-Use Concrete Pathway to be Maintained by City of Goodyear.
	ADOT R.O.W. with Multi-Use Concrete Pathway. City of Goodyear to maintain.
	ADOT Perimeter Chain Link Fencing along Bullard Wash Pathway project frontage to be maintained by City of Goodyear - Limits shown in red dashed line.

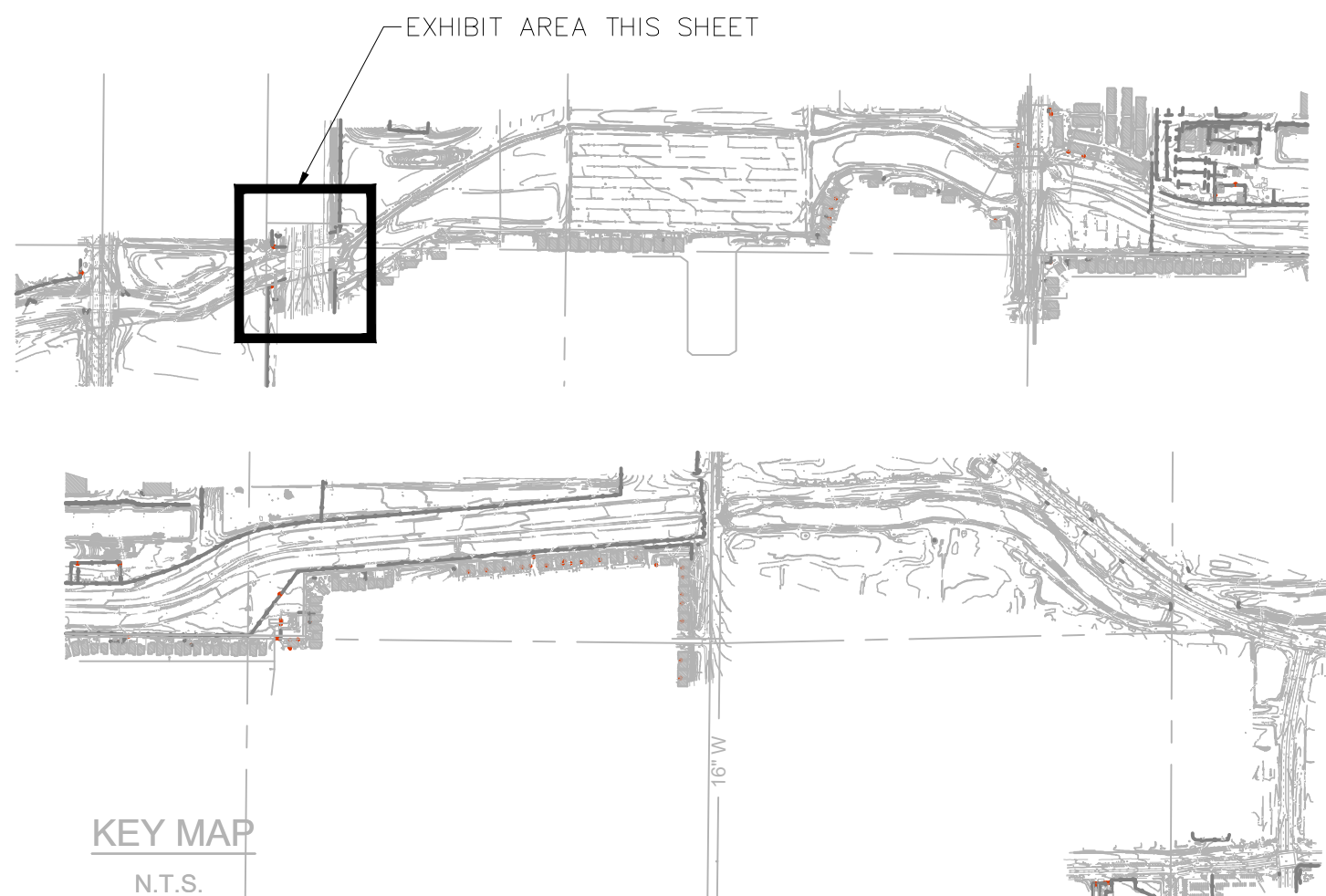
Note: All Existing ADOT Fencing and Gates to Remain in Place. All Existing Bridge Walls to Remain in Place.



LOOKING EAST FROM MCDOWELL ROAD AT I-10 BRIDGE
CITY OF GOODYEAR TO MAINTAIN PAINT ON COLUMNS AND ALL SURFACES.
CITY OF GOODYEAR TO MAINTAIN GABION RIPRAP BASKETS ON SIDE SLOPES UNDER BRIDGE
DECK AND DRAINAGE GRATES, TRASH, DEBRIS, WEEDS, BIRD DROPPINGS, LIGHTING, AND TO
REMOVE HOMELESS ENCAMPMENTS.



LOOKING EAST FROM MCDOWELL ROAD AT I-10 BRIDGE
CITY OF GOODYEAR TO MAINTAIN PAINT ON COLUMNS AND ALL SURFACES
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DECK AND DRAINAGE GRATES, TRASH, DEBRIS, WEEDS, BIRD DROPPINGS, LIGHTING, AND TO
REMOVE HOMELESS ENCAMPMENTS.



BULLARD WASH EXHIBIT GOODYEAR, AZ 85395		Kimley»»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 7740 North 16th Street, Suite 300 Phoenix, Arizona 85020 (602) 944-5500		SCALE (H): 1"=20' SCALE (V): N/A DESIGNED BY: AKM DRAWN BY: AKM CHECKED BY: MAP DATE: 04/02/2026		NO. REVISION BY DATE APPR.	
PRELIMINARY NOT FOR CONSTRUCTION		PROJECT NO. 191376039		EX1.0		OF XX	