

ADOT CAR No.: IGA 24-0009772-I  
AG Contract No.: P0012024001451  
Project Location/Name: Arizona  
Parkway: SR347 to Val Vista Drive  
Type of Work: Environmental Review  
Federal-aid No.: NA  
ADOT Project No.: M724701L  
TIP/STIP No.: NA  
CFDA No.: NA  
Budget Source Item No.: NA

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY

**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 PINAL COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County" or "Local Agency"). The State and the County 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 County is empowered by A.R.S. § 11-251 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 County.
3. The County is completing final design of approximately 20 miles of the Arizona Parkway corridor improvements from the Ak-Chin Casino at State Route 347 (SR-347), in the City of Maricopa, to the traffic interchange at Interstate 10 (I-10) and Val Vista Drive, in the City of Casa Grande, (the "Project"). At the request of the County, ADOT will provide environmental review and oversight, (Project Development Administration (PDA)) of the Project. The County will be responsible for the PDA costs estimated at \$50,000, as shown in Exhibit A, which is 100% County funds. The County will administer the Project.
4. The foregoing Recitals and Exhibit A 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 State will:
  - a. After this Agreement is executed, and prior to performing any work on the Project, invoice the County for the initial PDA costs, estimated at \$50,000. If PDA costs exceed the estimate during the review of the Project, notify the County, obtain concurrence prior to continuing with the review of the Project, and invoice as determined by ADOT and the County for additional costs to complete PDA for the Project. After the Project PDA costs are finalized invoice or reimburse the County for the difference between actual costs and the amount the County has paid for PDA.
  - b. After receipt of the PDA costs, on behalf of the County, review and approve documents including but not limited to: environmental documents, analysis and documentation of environmental determinations, geologic materials testing and analysis, right of way plans, review of reports, design plans, maps, specifications and cost estimates, public involvement documents, and other related tasks essential to the development of the Project. Provide comments to the County as appropriate.
2. The County will:
  - a. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$50,000. Agree to be responsible for actual PDA costs, if during the review of the Project, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA costs of the Project.
  - b. Prepare and provide to the State plans, specifications, cost estimates and other such documents required for the Project. Incorporate comments from the State, as appropriate.

**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 this Agreement 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 and all related deposits and/or reimbursements are made.
4. Cancellation. This Agreement may be cancelled at any time, 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 County terminates this Agreement, the County 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 County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The County 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 County, 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 County'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 County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
6. 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.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
9. Inspection and Audit. The County 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.
10. Title VI. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. 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."
12. 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.

13. 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.
14. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
15. Contractor Certifications. The County shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
16. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Pinal County  
 Attn: Celeste Garza, Deputy  
 Director  
 85 N Florence Street  
 PO BOX 749  
 Florence, AZ 85132  
 520.866.6419  
[Celeste.Garza@pinal.gov](mailto:Celeste.Garza@pinal.gov)

**For Project Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Pinal County  
 Attn: Celeste Garza, Deputy  
 Director  
 85 N Florence Street  
 PO BOX 749  
 Florence, AZ 85132  
 520.866.6419  
[Celeste.Garza@pinal.gov](mailto:Celeste.Garza@pinal.gov)

**For Financial Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Pinal County  
 Attn: Celeste Garza, Deputy  
 Director  
 85 N Florence Street  
 PO BOX 749  
 Florence, AZ 85132  
 520.866.6419  
[Celeste.Garza@pinal.gov](mailto:Celeste.Garza@pinal.gov)

18. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
19. 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.

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

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**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.

**PINAL COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
**MIKE GOODMAN**  
Chairman of the Board

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**NATASHA KENNEDY**  
Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and Pinal County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County 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 \_\_\_\_\_  
County Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

This Agreement between public agencies, the State of Arizona and Pinal County, 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

**EXHIBIT A**

**Cost Estimate**

**M7247 01L**

The Project ADOT PDA costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

County's costs @ 100%	<u>\$ 50,000</u>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 50,000</b>