

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY,  
AND THE CITY OF MESA  
FOR MAINTENANCE AND OPERATION OF THE BUS STOP PAD AND DRAINAGE  
FACILITIES INSTALLED AS PART OF THE BROADWAY ROAD BRIDGE PROJECT**

**(TT#0557)**

**(C-64-24- \_\_\_\_ -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 Mesa, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the latter of the Maricopa County Board of Supervisors and the Mesa City Council and signed in accordance with Arizona Revised Statutes (**A.R.S.**) §11-952, as amended.

**STATUTORY AUTHORIZATION**

- A. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to layout, maintain, control, and manage public roads within the County.
- B. 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.
- C. 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**

1. The County is designing and constructing the Broadway Road Bridge Improvement Project (**Project**) which is located over the Tempe Canal between the City of Mesa and the City of Tempe, Maricopa County, Arizona. The full limits of the project extend along E Broadway Road from S Cottonwood Drive (Tempe, AZ) to S El Dorado (Mesa, AZ). The Project location is also along the south section line of the SW ¼ of Section 19, Township 1 North, Range 5 East, of the Gila and Salt River Meridian.
2. The proposed improvements include bridge structural design improvements,

roadway adjustment, access-related improvements, improvements to enhance traffic operations, and minor drainage improvements. The Project will construct new facilities in the City's right-of-way, including a bus stop pad and drainage facilities, to meet City standards and permitted by the City.

3. The City will not financially participate in funding the design or construction of the improvements.

### **PURPOSE OF THE AGREEMENT**

4. The purpose of this Agreement is to identify and define the responsibilities of the County and the City for the maintenance and operations of the bus stop pad and the new drainage facilities to be installed as part of the Project.

### **TERMS OF THE AGREEMENT**

**5. The County agrees to:**

- a. Design and construct the improvements and facilities in the City's right-of-way at the County's sole cost and expense after obtaining the approval and required permits from the City. The County shall build the bus pad and drainage facilities to City standards.

**6. The City agrees to:**

- a. Own, operate, and maintain the new bus stop pad and the new drainage facilities. There shall be no financial contribution from the City to the cost of the design or construction.

### **GENERAL TERMS AND CONDITIONS**

7. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, and expenses (including costs and expenses of litigation and reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") of any nature whatsoever, to the extent that such Claims are not caused by the gross negligence of willful acts of Indemnitee.
8. This Agreement may be amended only upon written Agreement by all Parties.

9. This Agreement is subject to cancelation pursuant to A.R.S. § 38-511.
10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
- a. 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.
  - b. Any breach of the warranty shall be deemed a material breach of this agreement of which the breaching Party may be liable for penalties including termination of the agreement.
  - c. 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 in order to facilitate such an inspection.
  - d. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
11. 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 pursuant to 50 U.S.C. § 4842.
12. Each Party warrants and certifies that for the duration of the Agreement that it will not, use 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 a Party becomes aware during the term of the Agreement that any contractors, subcontractors, or suppliers are 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 Party has remedied the noncompliance within one hundred eighty (180) days after notifying the other Party of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

13. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency that has provided funding that will be used in the Project described in this Agreement.
14. 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. 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.
15. 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 Mesa  
Attn: City of Mesa Transportation Department  
P.O. Box 1466  
Mesa, Arizona 85211-1466

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.

16. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
18. 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.
19. 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.
20. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
21. 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.
22. 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 are acceptable as original signatures.
23. The Parties shall 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.
24. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
25. 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.

**CITY OF MESA**

***Approved and Accepted by:***

\_\_\_\_\_  
City Manager Date

***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 of Mesa by their 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:***

DocuSigned by:  
 9/26/2023  
 \_\_\_\_\_  
 Jesse Gutierrez, P.E. Date  
 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.

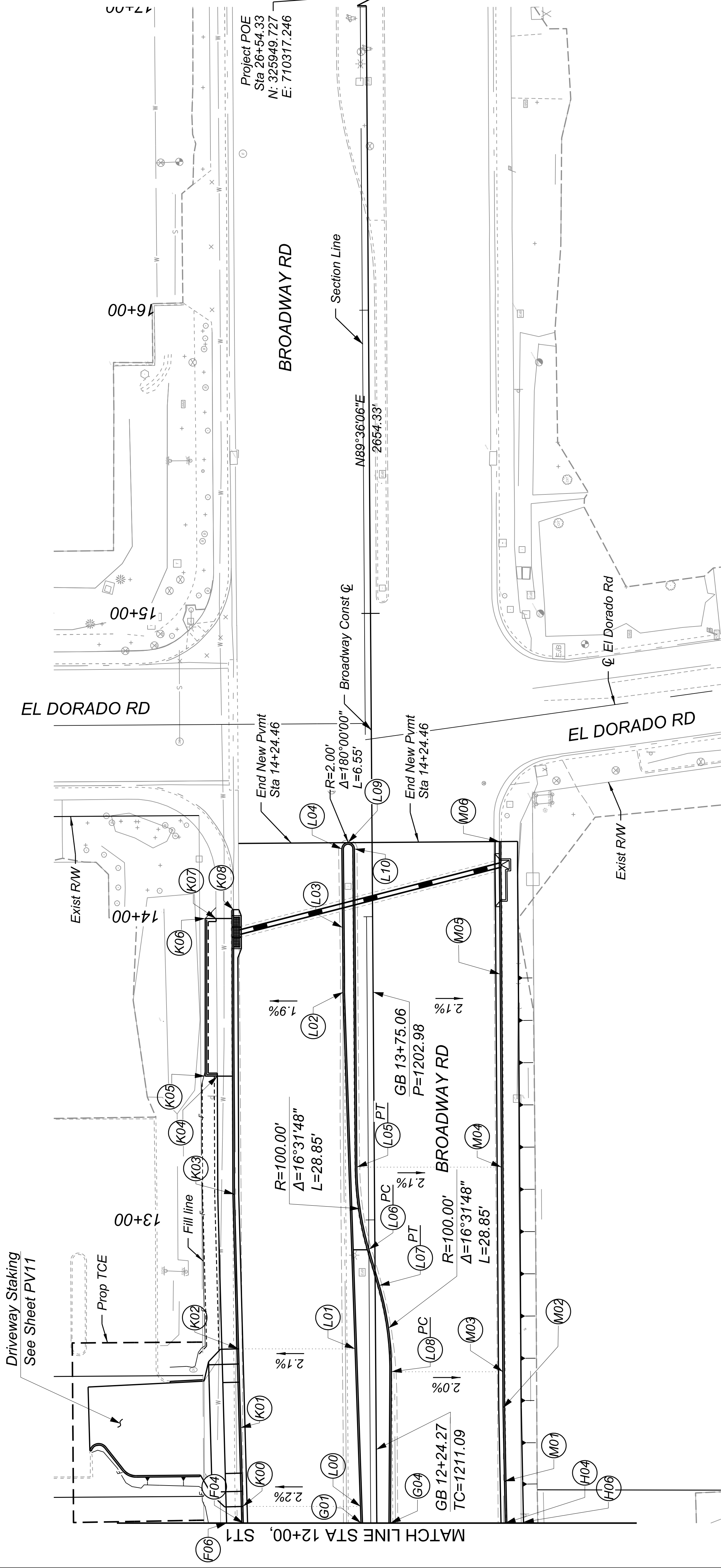
DocuSigned by:  
 9/26/2023  
 \_\_\_\_\_  
 Deputy County Attorney Date

# Exhibit A

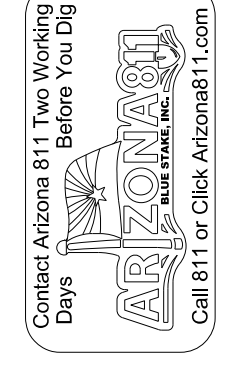
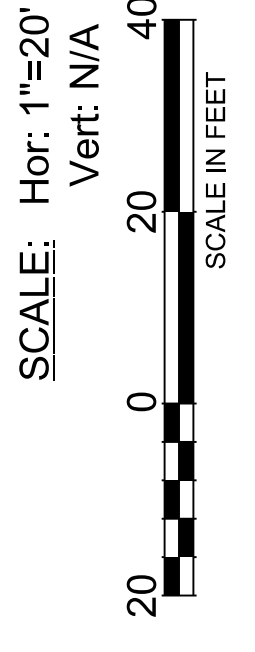
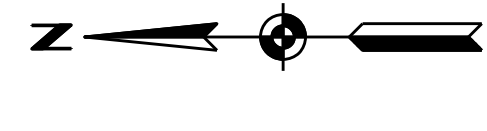


F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	AZ	TT0557	12	98	

# EXHIBIT A



(No)	Station	Offset	Elevation	Note
F04	12+00.32	44.03'Lt	1204.44	GFL
F06	12+00.00	49.52'Lt	1205.04	S/W
G01	12+00.00	5.22'Lt	1205.31	P
G04	12+00.00	4.50'Rt	1205.34	P
H04	11+99.72	42.38'Rt	1204.60	GFL
H06	12+00.00	48.38'Rt	1205.20	S/W
K00	12+05.81	44.14'Lt	1204.37	GFL
K01	12+31.81	44.66'Lt	1204.05	GFL
K02	12+57.80	45.18'Lt	1203.72	GFL
K03	13+08.81	46.20'Lt	1203.08	GFL
K04	13+47.75	51.56'Lt	1203.24	S/W
K05	13+47.78	55.56'Lt	1203.31	S/W
K06	13+99.78	55.20'Lt	1202.57	S/W
K07	13+99.75	51.60'Lt	1202.51	S/W
K08	14+02.63	45.86'Lt	1201.87	GFL
L00	12+05.54	5.37'Lt	1205.54	P
L01	12+54.53	6.78'Lt	1204.53	P
L02	13+75.15	9.94'Lt	1202.86	P
L03	13+96.48	9.93'Lt	1202.71	P
L04	14+22.36	9.98'Lt	1202.42	P
L05	13+17.44	5.76'Lt	1203.94	P
L06	12+90.30	1.99'Lt	1204.25	P
L07	12+78.38	1.38'Rt	1204.35	P
L08	12+49.87	5.15'Rt	1204.67	P
L09	14+24.46	7.91'Lt	1202.47	P
L10	14+22.37	5.83'Lt	1202.90	P
M01	12+13.53	42.20'Rt	1204.44	GFL
M02	12+37.68	41.89'Rt	1204.11	GFL
M03	12+49.62	41.90'Rt	1203.93	GFL
M04	13+17.10	41.90'Rt	1202.93	GFL
M05	13+80.76	41.92'Rt	1202.29	GFL
M06	14+24.46	41.99'Rt	1201.51	GFL



DESIGNED	J. Beyner	DATE	07/2023
DRAWN	J. Beyner	CHECKED	M. Tsark
100% PLANS		BY	
PRELIMINARY			
NOT FOR CONSTRUCTION			

MARICOPA COUNTY	REVISION	BY	DATE
DEPARTMENT OF TRANSPORTATION			
BROADWAY ROAD BRIDGES AT TEMPE CANAL			
PROJECT NO. TT0557			

STAKING PLAN	SHEET
STA 12+00 TO 17+00	ST 2 OF 2

**Certificate Of Completion**

Envelope Id: B6F460149AED4942B3BCD7A5A9B6214A	Status: Completed
Subject: Complete with DocuSign: Final IGA Broadway Bridges Mesa MCDOT 09 26 2023.docx	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kellee Salas
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2901 W Durango
	Phoenix, AZ 85009
	Kellee.Salas@maricopa.gov
	IP Address: 163.116.139.114

**Record Tracking**

Status: Original	Holder: Kellee Salas	Location: DocuSign
9/26/2023 2:29:03 PM	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:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 156.42.6.1

**Timestamp**

Sent: 9/26/2023 2:32:38 PM  
 Viewed: 9/26/2023 2:39:35 PM  
 Signed: 9/26/2023 2:39:51 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/26/2023 2:39:35 PM  
 ID: 4342d7c0-bd47-45cf-8c4a-bf9a88f915e5

Jesse Gutierrez  
 jesse.gutierrez@maricopa.gov  
 Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 163.116.139.116

Sent: 9/26/2023 2:39:52 PM  
 Viewed: 9/26/2023 2:59:32 PM  
 Signed: 9/26/2023 3:00:27 PM

**Electronic Record and Signature Disclosure:**

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

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	9/26/2023 2:32:38 PM
Certified Delivered	Security Checked	9/26/2023 2:59:32 PM
Signing Complete	Security Checked	9/26/2023 3:00:27 PM
Completed	Security Checked	9/26/2023 3:00:27 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**