

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY,
THE TOWN OF QUEEN CREEK AND THE CITY OF MESA
FOR THE DESIGN OF GERMANN ROAD AND SOSSAMAN ROAD INTERSECTION**

(TT#708)

(C-64-21- ____ -X-00)

This Intergovernmental Agreement (**Agreement**) is among the County of Maricopa, a political subdivision of the State of Arizona (**County**), the Town of Queen Creek, a municipal corporation (**Town**), and the City of Mesa, a municipal corporation (**City**). The County, Town, 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 Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. 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.
2. The Town 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 Town and to enter into this Agreement
3. 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.
4. 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

5. The Germann Road and Sossaman Road Intersection is located in southeast Maricopa County, and is bound by the City of Mesa to the north and the Town of Queen Creek to the south.
6. The Parties completed a Design Concept Report (**DCR**) dated July 2015 by Dibble Engineering to evaluate the intersection and, the Union Pacific Railroad at-grade crossing, and traffic impacts to Pecos Road and Rittenhouse Road. In addition, the DCR identified limits for the right-of-way preservation and underground utility impacts.

7. The 2015 DCR's Alternative One was selected and included shifting the Germann Road alignment to the north. The design improvements will maintain the current alignment of Sossaman Road (**Exhibit A**). When constructed it will reduce the right-of-way and utility impacts and maintain the north-south connectivity that currently benefits the traveling public.
8. Each Party will be responsible for one-third (1/3) of the estimated cost of the design which includes but it is not limited to, consultant direct design cost, Parties staff time, administration and overhead, permits and survey data collection, printing and conducting public outreach activities, which is estimated to be \$1,300,000.
9. The County has agreed to participate equally only in the design improvements of the Germann Road and Sossaman Road Intersection at an estimated cost to the County that will not exceed \$500,000. Any amount in excess of \$500,000 will be divided equally between the Town and the City.
10. The County will not financially participate in the funding of the construction of the improvements.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the respective roles and financial responsibilities of the County, the Town, and the City for the design improvements of Germann Road and Sossaman Road Intersection.

TERMS OF THE AGREEMENT

12. Responsibilities of the County:

- 12.1 The County will remit payment to the Town, upon final acceptance and approval of the design, within thirty (30) working days of receipt of a proper invoice.

13. Responsibilities of the Town:

- 13.1 The Town will act as the lead agency for the design improvements of the Germann Road and Sossaman Road Intersection.
- 13.2 The Town will secure the design consultant for the improvements.
- 13.3 The Town will consult and coordinate with the City throughout the design development and provide an opportunity to review the document and submit comments.

- 13.4 The Town will provide a project schedule and at least quarterly status reports.
- 13.5 The Town will invoice the Parties for their respective financial contribution upon final acceptance and design approval.

14. Responsibilities of the City:

- 14.1 The City will participate in the design improvements of the Germann Road and Sossaman Road Intersection, which includes but is not limited to, the selection of the design consultant, review of design schedules, plan, studies, reports, and cost estimates.
- 14.2 The City will consult and coordinate with the Town throughout the design development and shall respond with comments within twenty-one (21) working days of receipt.
- 14.3 The City will remit payment to the Town within thirty (30) working days of receipt of a proper invoice from the Town and upon final acceptance and approval of the design.

GENERAL TERMS AND CONDITIONS

- 15. To the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' 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 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,
- 17. This Agreement may be amended only upon written Agreement by all Parties.
- 18. This Agreement is subject to the provisions of A.R.S. § 38-511.
- 19. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 19.1 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.

- 19.2 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.
- 19.3 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 in order to facilitate such an inspection.
- 19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
20. 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.
21. 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 which has provided funding that will be used in the Project described in this Agreement.
22. 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.
23. 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

Town of Queen Creek
Attn: Town Manager
22358 South Ellsworth Road
Queen Creek, Arizona 85142

City of Mesa

Attn: City Manager
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.

24. 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.
25. 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.
26. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
27. 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.
28. 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.
29. 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. Faxed, copied and scanned signatures are acceptable as original signatures.
30. 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.

31. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
32. 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.

QUEEN CREEK

Recommended by:

Town Manager
Date

Approved and Accepted by:

Mayor
Date

Attest by:

City Clerk
Date

APPROVAL OF TOWN 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 Queen Creek Town Council under the laws of the State of Arizona.

Town Attorney
Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MESA

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 Mesa City Council 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:
 10/25/2021

89E8452A6BB0459
 Jennifer Toth, 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:
 10/25/2021

B2E05D10Q8524D1
 Deputy County Attorney Date

Certificate Of Completion

Envelope Id: 5EC13F5FEDDB4A2BABAB4ECC287432D1	Status: Completed
Subject: Please DocuSign: IGA Design Germann_Sossaman FINAL10.25.2016.doc	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped 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: 68.99.95.149

Record Tracking

Status: Original	Holder: Kellee Salas	Location: DocuSign
10/25/2021 3:37:24 PM	Kellee.Salas@maricopa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: ITC	Location: DocuSign

Signer Events

Jennifer Toth
 jennifer.toth@maricopa.gov
 Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 89E8452A6BB0459...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.42.6.1

Timestamp

Sent: 10/25/2021 3:44:26 PM
 Viewed: 10/25/2021 3:57:16 PM
 Signed: 10/25/2021 3:57:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2021 3:57:16 PM
 ID: 36dbad31-b3ea-42da-8c25-29ba9cde17d8

Wayne Peck
 peckw@mcao.maricopa.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B2E0BD10DB524D1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.42.6.1

Sent: 10/25/2021 3:57:41 PM
 Viewed: 10/25/2021 4:11:23 PM
 Signed: 10/25/2021 4:11:42 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2021 4:11:23 PM
 ID: 1f53b1c9-a388-418a-b703-25db22b77a9c

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

Troy White
 troy.white@queencreek.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/25/2021 4:11:45 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
MariaAngélica Deeb mariaangelica.deeb@mesaaz.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/25/2021 4:11:45 PM Viewed: 10/25/2021 4:12:49 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/25/2021 3:44:26 PM
Certified Delivered	Security Checked	10/25/2021 4:11:23 PM
Signing Complete	Security Checked	10/25/2021 4:11:42 PM
Completed	Security Checked	10/25/2021 4:11:45 PM

Payment Events	Status	Timestamps
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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).