

RESOLUTION NO. 2619

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY FOR THE CONNECTED VEHICLE ACCELERATION ZONE PROJECT (TE088), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Maricopa County, through the Maricopa County Department of Transportation (MCDOT), is leading the Connected Vehicle Acceleration Zone Project (TE088), which will deploy interoperable Connected Vehicle (CV) and Vehicle-to-Everything (V2X) technologies to improve transit reliability, roadway safety, freight mobility, and emergency response; and

WHEREAS, the City of Tolleson desires to participate in the Project and enter into an Intergovernmental Agreement with Maricopa County to define roles, responsibilities, and cost sharing for the local match requirements, as authorized by A.R.S. § 11-951 et seq.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Tolleson and Maricopa County for the Connected Vehicle Acceleration Zone Project (TE088) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of September, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2619

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND

THE CITY OF TOLLESON

FOR THE 'Connected Vehicle Acceleration Zone' PROJECT (TE088)

Federal Grant Award #:693JJ32550007
COUNTY PROJECT #: TE088

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

This Agreement becomes 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 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.
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 joint or cooperative action.

BACKGROUND

4. The Project seeks to deploy interoperable Connected Vehicle (CV) and Vehicle to Everything (V2X) technologies within Maricopa County, enabling vehicular communication with each other, other road users, and roadside infrastructure, with the intent to improve the following.
 - 4.0 Reliability of transit services through Transit Signal Priority (TSP).
 - 4.1 Safety of vulnerable road users (VRUs) through detection and alerts.
 - 4.2 Mobility of freight with Freight Signal Priority (FSP).
 - 4.3 Emergency Responder, emergency vehicle priority, post-crash care, and general community safety through Emergency Vehicle Preemption (EVP).

5. The project shall be executed in the following three (3) phases.
 - 5.1 Design, build, and test phase. The expected duration of this phase is eighteen (18) months from the effective start date of the project.
 - 5.2 Operate and evaluate phase. Upon completion of the design, build and test phase, the system will enter operational status. This phase is expected to last between twelve (12) to eighteen (18) months.
 - 5.3 Post-deployment phase. The duration for post-deployment operations and maintenance planning shall extend for a period of five (5) years. This period is not grant funded.
6. The Project is funded from local and federal funds through the federal grant award. The total Project cost is \$27,452,802.
7. This Agreement is contingent upon the City's compliance with the Single Audit Act of 1984 and the availability of federal funds through Saving Lives with Connectivity: Accelerating Vehicle to Everything (V2X):
 - 7.1 Federal Contract Number: 693JJ32550007
 - 7.2 Catalog of Federal Domestic Assistance (**CFDA**) Number: 20.205
 - 7.3 Fiscal Years: FY 2025
 - 7.4 Total Project Cost: \$27,452,802
 - 7.5 Federal Funded Amount: \$19,655,243
 - 7.6 Funding Sources:
 - i. Saving Lives with Connectivity: Accelerating Vehicle to Everything (V2X)
 - 7.7 Project Contact Information:
 - i. Name: Joe Cottrell, Traffic Technology Branch Manager
 - ii. Agency: Maricopa County Department of Transportation
 - iii. Phone: 480-604-7474
 - iv. Email: Joe.Cottrell@Maricopa.Gov

PURPOSE OF THE AGREEMENT

8. The purposes of this Agreement are to identify the roles and responsibilities of the Parties with respect to the Project and to define the cost sharing of the local match requirements for the Project.

TERMS OF THE AGREEMENT

9. The County:

- 9.1 The County is the lead agency for all planning, design, procurement, construction, and construction management for the Project.
- 9.2 The County will receive and administer the project federal-aid funding for the duration of the Project.
- 9.3 The County will provide planning, design and installation documents to the City for review in a timely manner.
- 9.4 The County will request from the City any necessary right-of-way, utility, and environmental clearance background information.
- 9.5 The County will provide certification of right-of-way with the assistance of the City.
- 9.6 The County will apply for no-cost permits for Project work within City boundaries.
- 9.7 The County, or by extension the contractor, will not modify, configure, or program any device in the traffic signal right-of-way without approval from the City.
- 9.8 The County, or by extension the contractor, will only conduct work in the City right-of-way in the presence of an employee from the City.
- 9.9 The County, or by extension the contractor, will not modify, configure, or program any device in a City vehicle without approval from the City.
- 9.10 The County will provide the construction documents and other resources from the Project to the City's representative when completed.
- 9.11 The County shall issue invoice to the City for the required local match contribution. Invoices shall be sent in July 2025 and July of 2026, each in the amount of \$12,500 for a total local match contribution of \$25,000.

10. Responsibilities of the City:

- 10.1 The City will support the region's participation in the Project, including partnership with the US DOT/FHWA and the V2X community for the duration of this Project.
- 10.2 The City will actively participate in activities throughout the Project to enable the use cases as described in Volume 1 of MCDOT's Connected Vehicle Acceleration Zone, located in the Appendix B.
- 10.3 The City will assist in delivery of the Project per the schedule outlined in the Appendix and within the City's boundaries.
- 10.4 The City will provide timely review of all procurement, design, and installation documents provided by the County. The City will provide comments to the County within five (5) working days after receiving documents for review from the County.

- 10.5 The City will provide the County any necessary right-of-way, utility, and environmental clearance background information.
- 10.6 The City will issue the County no-cost permits for Project work within the City boundaries.
- 10.7 The City will coordinate with the County contractors and partners to install up to 15 Roadside Units (RSUs) or virtual RSUs at signalized intersections throughout the City.
- 10.8 The City will make good faith efforts to upgrade traffic signal controllers to ensure compatibility with Connected Vehicle (CV) and Vehicle to Everything (V2X) equipment. As part of the Project, it is anticipated that the City will receive no fewer than 10 traffic signal controllers to support the requirements of this project. The exact number of traffic signal controllers may be adjusted as specified through the Systems Engineering process.
- 10.9 The City will provide VPN access to the County's ITS Network Administrator to the communication devices located within the City's jurisdiction as outlined in the Appendix within the Project's boundaries.
- 10.10 The City will not be held responsible for the data provided by Signal Phase and Timing (SPaT) messages due to latency issues, communications loss, or other network-related issues.
- 10.11 The City will not be held responsible for the usage of Signal Phase and Timing (SPaT) messages by the end-users.
- 10.12 The City shall make available to the County up to five (5) vehicles involved in active emergency response for the installation of (OBUs) provided by the Project.
- 10.13 The City shall provide access to the emergency response vehicles at locations and schedules agreed upon in advance with the County to facilitate installation activities to minimize disruption to the City operations.
- 10.14 The City shall provide technical assistance to the County or its designated contractors, including access to vehicle specifications, diagnostic information and vehicle system interfacing with the OBUs, and upon reasonable request, provide available personnel to answer technical questions or assist in resolving installation-related issues.
- 10.15 The City will dedicate an estimated \$5,000 in staff time to support the development, testing, deployment, and operation of the vulnerable road user (VRU), Transit Signal Priority (TSP), Freight Signal Priority (FSP), and Emergency Vehicle Preemption (EVP) technologies.
- 10.16 Within thirty (30) days of receipt of the invoices from the County, the City will remit payment for the local match requirement. The County shall issue invoices to the city in July 2025 and July 2026, each in the amount of \$12,500 for a total local match contribution of \$25,000.

- 10.17 The City will provide \$25,000 in local matching funds for Project expense.
- 10.18 The City will own, operate, and maintain the equipment installed within the City's jurisdiction as part of this Project and upon completion of the Project as outlined in the Appendix within the Project's boundaries.
- 10.19 The City will be responsible for equipment repairs and replacements following the expiration of the grant-funded portion of the Project. This responsibility shall continue for a period of five (5) years during the Post-Deployment Phase.
- 10.20 The City will respond to maintenance, operation, and repairs no later than 30 days after notice of failed equipment.

GENERAL TERMS AND CONDITIONS

- 11. 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 that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
- 12. 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.
- 13. This Agreement may be amended only upon written Agreement by all Parties.
- 14. This Agreement is subject to the provisions of A.R.S. § 38-511. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 14.1 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 the E-Verify program under A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 14.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

- 14.3 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 to require that the contractor make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 14.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- 15. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 15.1 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.
 - 15.2 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.
 - 15.3 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.
 - 15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
 - 15.5 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.
- 16. 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:
 - 16.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 16.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 16.3 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.

- 16.4 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.
17. 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.
18. All notices required under this agreement to be given in writing shall be sent to:
- Maricopa County Department of Transportation
Transportation Director
2901 West Durango Street
Phoenix, AZ 85009
- City of Tolleson
Jason Earp
Development Services Director
9055 W. Van Buren Street
Tolleson, AZ 85353
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
27. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jesse Gutierrez Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

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.

Deputy County Attorney

Recommended by:

Approved and Accepted by:

Attest by:

APPROVAL OF CITY ATTORNEY

City Attorney