

RESOLUTION NO. 2630

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX, THE CITY OF TOLLESON, MARICOPA COUNTY, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF FIBER INFRASTRUCTURE ALONG MCDOWELL ROAD FROM 83RD AVENUE TO 91ST AVENUE AND ALONG 91ST AVENUE FROM MCDOWELL ROAD TO LOWER BUCKEYE ROAD.

WHEREAS, the City of Tolleson (the “City”), the City of Phoenix, Maricopa County, and the Arizona Department of Transportation desire to enter into an Intergovernmental Agreement (“Agreement”) for the installation, maintenance, and operation of fiber infrastructure along McDowell Road from 83rd Avenue to 91st Avenue and along 91st Avenue from McDowell Road to Lower Buckeye Road; and

WHEREAS, the fiber infrastructure will support traffic signal coordination, intelligent transportation systems, and regional connectivity, and will define the responsibilities of each participating agency for construction, ownership, maintenance, and operation within their respective jurisdictions.

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 Phoenix, the City of Tolleson, Maricopa County, and the Arizona Department of Transportation for the installation, maintenance, and operation of fiber infrastructure along McDowell Road and 91st Avenue is hereby approved substantially in 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 27th day of January, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2630

[Intergovernmental Agreement]

See following pages.

WHEN RECORDED RETURN TO:
City of Phoenix Street Transportation Department
Design and Construction Management Division

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX, CITY OF
TOLLESON, MARICOPA COUNTY AND THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF
THE FIBER INFRASTRUCTURE ALONG MCDOWELL ROAD: 83RD AVENUE TO 91ST
AVENUE AND 91ST AVENUE: MCDOWELL ROAD TO LOWER BUCKEYE ROAD

APPROVED BY THE CITY OF PHOENIX COUNCIL

ON THE 29TH DAY OF OCTOBER 2025

DO NOT REMOVE

This is part of the official document

CITY OF PHOENIX STREETS TRANSPORTATION DEPARTMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX, CITY OF
TOLLESON, MARICOPA COUNTY AND THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF
THE FIBER INFRASTRUCTURE ALONG MCDOWELL RD: 83RD AVENUE TO 91ST
AVENUE AND 91ST AVENUE: MCDOWELL ROAD TO LOWER BUCKEYE ROAD
PROJECT

PHX Project #: ST89360039-1

MAG #: PHX23-262

Fed Aid #: PHX-0(373)D

TRACS #: PHX T0404 01C

MCDOT TRACS #: T0404

This Intergovernmental Agreement (**Agreement**) is entered into between the City of Phoenix, a municipal corporation (**Phoenix**), the City of Tolleson, a municipal corporation (**Tolleson**), Maricopa County, a political subdivision of the State of Arizona (**MCDOT**), and the Arizona Department of Transportation, a state organization (**ADOT**). Phoenix, Tolleson, MCDOT, and ADOT are collectively referred to as the **Parties** or individually as the **Party**.

STATUTORY AUTHORIZATION

1. The Cities are authorized pursuant to A.R.S. Section 9-240 and 9-276 to lay out and establish, regulate and improve streets within the respective jurisdictions.
2. 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.

BACKGROUND

3. The 91st Avenue corridor from McDowell Road to Lower Buckeye Road is identified as part of the I-10 West Valley Recommended Integrated Corridor Management (ICM) Corridor in the MAG Systems Management and Operations (SMO) Plan. One of the priority investment areas suggested in the SMO Plan is to expand the availability of real-time traffic data to support regional transportation operations. This section of 91st Avenue is also designated as a regional priority due to safety, congestion, and traffic volume factors, measure by a high number of

crashes per mile per year, unreliable travel time, and high vehicle miles traveled. The project connects the City of Phoenix and City of Tolleson with a direct fiber connection to coordinate during non-recurring congestion as well as provides an agency-to-agency communication path for the City of Tolleson to connect to the Regional Community Network (RCN).

4. The City of Phoenix (City) will be undertaking the installation of approximately four (4) miles of fiber optic infrastructure and associated Intelligent Transportation System (ITS) devices along McDowell Road from 83rd Avenue to 91st Avenue and along 91st Avenue from McDowell Road to Lower Buckeye Road (**Project**). The project will implement reliable communication paths to connect the MCDOT MC-85 ITS infrastructure and MCDOT signal at 91st Avenue and Buckeye Road as well as connect the City of Phoenix and City of Tolleson's traffic signals and ITS devices to extend all three agencies real-time traffic management capability. This project will provide the City of Phoenix Traffic Management Center (TMC) with direct fiber access to the City of Tolleson's signals for remote operations and offer a crucial fiber backhaul path in the southwest corner of the City of Phoenix. This path will also provide a dependable connection to ADOT fiber for the MCDOT TMC and City of Tolleson to connect to the RCN. The Project will also install new Tolleson fiber cable from the ADOT fiber connection at I-10 south to Pima Street south of Buckeye Road to connect to existing traffic signals within Tolleson and connect to new Phoenix cable along the Project at Van Buren Street. In addition, the path will include a connection to ADOT fiber from the Phoenix TMC as well as to the 91st Avenue/Van Buren Street traffic signal pull box allowing Tolleson to connect in the future to the Tolleson City Hall at the southeast corner of Van Buren Street and 91st Avenue. Conduit, pull boxes, fiber, splice enclosures, and Ethernet switches will be installed.
5. The Project will be funded from local and federal funds through the MAG Transportation Improvement Program (TIP) using Congestion Mitigation and Air Quality (CMAQ) funding. The estimated construction cost is \$2,335,395.00, which is made up of federal funds of \$2,202,277.00 and a local match (City of Phoenix) of \$133,118.00.
6. This Agreement is contingent upon the availability of federal funds through the MAG TIP and Phoenix local match. Project details are as follows:
 - 6.1. Federal Contract Number: PHX-0(373)D
 - 6.2. Fiscal Years: FY 2025
 - 6.3. Total Project Cost: \$2,335,395
 - 6.4. Federal Obligation Award: \$2,202,277
 - 6.5. Funding Sources:
 - i Congestion Mitigation and Air Quality Funds (CMAQ) as shown in MAG TIP - \$2,202,277 Federal Highway Administration (FHWA)
 - ii Highway User Revenue Funds (HURF) and local revenues - \$133,118 Local Match, between the participating agencies as follows:
 - a. City of Phoenix – \$133,118
 - b. City of Tolleson – \$0
 - c. MCDOT – \$0
 - d. ADOT – \$0
 - 6.6. Project Contact Information:

- i Name: Francisco Miramontes, Civil Engineer III
- ii Agency: City of Phoenix
- iii Phone: 602-262-6652
- iv Email: Francisco.Miramontes@phoenix.gov

7. McDowell Road and 91st Avenue corridors vary in the number of lanes. The McDowell Road portion is a four-lane roadway with a center two-way left turn lane, while portions of 91st Avenue have two or four lanes with a center two-way left turn lane.
8. McDowell Road from 83rd Avenue to 91st Avenue as well as 91st Avenue from Lower Buckeye Road to Buckeye Road is owned and maintained by Phoenix.
9. 91st Avenue from south of McDowell Road to Buckeye Road is owned and maintained by Tolleson. There is existing conduit and pull box infrastructure on the east side of 91st Avenue from south of I-10 just north of Latham Street to just north of Adams Street and also on the west side of 91st Avenue from Buckeye Road south to Pima Street that is owned and maintained by Tolleson and will be used to connect to this Project.
10. At 91st Avenue and Buckeye Road, there is existing fiber, conduit, and pull box infrastructure connecting to the traffic signal owned and maintained by MCDOT. The fiber optic infrastructure will be used to connect to this Project.
11. At the I-10 interchange, there is conduit and pull box infrastructure connecting from the south side of I-10 to the north side traffic signal owned and maintained by ADOT that will be used to connect to this project. There is also an existing ADOT bridge north of I-10 south of McDowell Road that will have new conduit attached to cross the ADOT canal.
12. The Parties agree that it would be beneficial for each of the traffic signals to connect to new fiber infrastructure while maintaining existing operations and maintenance responsibilities of their traffic signals.
13. The Parties agree that new City of Phoenix fiber, conduit, and conduit sweeps into the Phoenix traffic signal infrastructure installed along McDowell Road between 83rd Avenue to 91st Avenue and along 91st Avenue from Buckeye Road to Lower Buckeye Road be owned and maintained by Phoenix. The new City of Tolleson fiber, conduit, and conduit sweeps into the Tolleson traffic signal infrastructure installed along 91st Avenue from McDowell Road to Buckeye Road be owned and maintained by Tolleson. The new fiber and conduit sweeps into the MCDOT existing infrastructure at 91st Avenue and Buckeye Road will be owned and maintained by MCDOT.
14. At each of the traffic signals, the Project will install new fiber cable infrastructure to connect to existing traffic signal cabinet equipment through existing conduit from the home run pull box nearest to the cabinet into the cabinet at a new fiber optic network switch.
15. Each party agrees to assume responsibility for maintaining the fiber infrastructure and communications connecting their traffic signals along this Project. All fiber cables will be

clearly marked with the name of the responsible jurisdiction. If access is required to any infrastructure not owned by the owning jurisdiction, the party will be required to contact the owning agency for coordination during any maintenance or changes to the fiber infrastructure.

16. The respective jurisdictions will assume responsibility for the maintenance of pull boxes and conduit within their jurisdiction. All pull boxes will be clearly marked with the name of the responsible jurisdiction and all conduit will have distinct markings for each responsible jurisdiction.

PURPOSE OF THE AGREEMENT

17. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the Parties for various elements of the fiber infrastructure connecting traffic signals along McDowell Road and 91st Avenue, which include but are not limited to permitting, construction and construction management.

TERMS OF THE AGREEMENT

18. Responsibilities of Phoenix:
 - 18.1. Phoenix shall administer construction of the Project for the duration of the Project.
 - 18.2. Phoenix shall contribute all of the local match for the construction costs for the entire federally funded Project.
 - 18.3. Phoenix shall provide no-cost permits for construction and traffic control to the Contractor for any Project-related work that lies within Phoenix jurisdiction.
 - 18.4. Phoenix shall apply for and obtain permits for construction and traffic control from Tolleson, MCDOT and ADOT for any Project-related work that lies within Tolleson, MCDOT or ADOT boundaries.
 - 18.5. Phoenix will be responsible for the Project's plan review, approval and construction as well as final inspection and acceptance of the Project. Phoenix will obtain concurrence from all Parties for portions of the Project in other jurisdictions before final acceptance.
 - 18.6. Phoenix shall coordinate with the Contractor during construction to provide access to the traffic signal cabinets within Phoenix jurisdiction and provide oversight and inspection for the fiber connection to the traffic signal.
 - 18.7. Phoenix will maintain the fiber cable connection, pull boxes, and conduit infrastructure housing that fiber cable between the Phoenix pull boxes along McDowell Road from 83rd Avenue and 91st Avenue and along 91st Avenue from Buckeye Road to Lower

Buckeye Road. Phoenix will be responsible for Blue Staking the Phoenix conduit and pull box infrastructure along the entire Project through Phoenix, Tolleson, and ADOT jurisdictions for Phoenix pull boxes or other infrastructure where Phoenix fiber cable will be installed.

- 18.8. Phoenix shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.
- 18.9. Phoenix shall continue to own and maintain the traffic signals and intersections within Phoenix jurisdiction.
- 18.10. Phoenix shall own and maintain their pull box and conduit infrastructure installed as part of this Project within Phoenix jurisdiction.
- 18.11. Phoenix shall coordinate with Tolleson, MCDOT, and ADOT, as required, for access and maintenance where Phoenix fiber is located throughout the Project as well as at the pull box at 91st Avenue and Van Buren Street where Tolleson fiber cable is connected into Phoenix fiber cable in separate splice enclosures.
- 18.12. Phoenix shall coordinate with Tolleson if Tolleson requires additional services to support the maintenance of fiber connections or splice enclosures along the Project to maintain operational capability consistent with the separate Phoenix/Tolleson Signal Operations IGA.

19. Responsibilities of Tolleson:

- 19.1. Tolleson shall provide no-cost permits for construction and traffic control to Phoenix for any Project-related work that lies within Tolleson jurisdiction.
- 19.2. Tolleson will be responsible for their portion of the Project's plan review, approval and will provide staff to review and approve construction of Tolleson's portion.
- 19.3. Tolleson shall coordinate with the Contractor during construction to provide access to the traffic signal cabinets within Tolleson jurisdiction and provide oversight and inspection for the fiber installation into existing conduit and fiber connection to the traffic signals.
- 19.4. Tolleson will maintain the Tolleson fiber cable connections to Tolleson traffic signals, pull boxes, and conduit infrastructure housing that fiber cable between the Tolleson pull boxes along 91st Avenue from just south of McDowell Road to south of Pima Street which is just south of Buckeye Road. Tolleson will be responsible for Blue Staking the Tolleson pull boxes within their jurisdiction being used by this Project.
- 19.5. Tolleson shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.

- 19.6. Tolleson shall continue to own and maintain the intersections within Tolleson jurisdiction.
- 19.7. Tolleson shall own and maintain their pull boxes and conduit infrastructure installed as part of this Project within Tolleson jurisdiction and in ADOT jurisdiction, as required.
- 19.8. Tolleson shall coordinate with Phoenix for access and maintenance of the pull box at 91st Avenue and Van Buren Street where the Phoenix fiber cable is connected into Tolleson fiber cable in separate splice enclosures. Tolleson shall notify ADOT during access to Tolleson infrastructure in ADOT jurisdiction.
- 19.9. Tolleson shall coordinate with Phoenix if additional services are needed to support the maintenance of fiber connections or splice enclosures along the Project to maintain operational capability consistent with the separate Phoenix/Tolleson Signal Operations IGA.
20. Responsibilities of MCDOT:
 - 20.1. MCDOT shall provide no-cost permits for construction and traffic control to Phoenix for any Project-related work that lies within MCDOT jurisdiction.
 - 20.2. MCDOT will be responsible for their portion of the Project's plan review, approval and will provide staff to review and approve construction of MCDOT's portion.
 - 20.3. MCDOT shall coordinate with the Contractor during construction to provide access to the traffic signal cabinet, pull box, and fiber infrastructure at 91st Avenue and Buckeye Road and provide oversight and inspection for the fiber connection to the traffic signal.
 - 20.4. MCDOT will maintain the fiber cable connection, pull boxes, and conduit infrastructure housing that fiber cable at 91st Avenue and Buckeye Road.
 - 20.5. MCDOT shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.
 - 20.6. MCDOT shall continue to own and maintain the intersection at 91st Avenue and Buckeye Road within Tolleson jurisdiction.
21. Responsibilities of ADOT:
 - 21.1. ADOT shall provide no-cost permits for construction and traffic control to Phoenix for any Project-related work that lies within ADOT jurisdiction.
 - 21.2. ADOT will be responsible for their portion of the Project's plan review, approval and will provide staff to review and approve construction within ADOT's jurisdiction.
 - 21.3. ADOT shall coordinate with the Contractor during construction to provide access to the pull boxes within ADOT jurisdiction and provide oversight and inspection for the fiber

installation into existing conduit and fiber connections using existing pull box and conduit infrastructure crossing the I-10.

- 21.4. ADOT will maintain the existing conduit and pull box infrastructure that new fiber cable will be installed for this Project between the Tolleson pull boxes north of I-10 crossing to south of I-10 within ADOT jurisdiction. ADOT will not be responsible for ownership or maintenance of Phoenix fiber cable inside of ADOT conduit or pull box infrastructure. ADOT will be responsible for Blue Staking the ADOT pull boxes within their jurisdiction.
- 21.5. ADOT shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.
- 21.6. ADOT shall continue to own and maintain the intersections within ADOT jurisdiction.
- 21.7. This agreement will work in concert with IGA 14-0004509 between the City of Phoenix and ADOT which defines how the state and city will work collaboratively with one another on ITS projects.

GENERAL TERMS AND CONDITIONS

- 22. By entering into this Agreement, the City of Phoenix, City of Tolleson, and Maricopa County agree that to the extent permitted by law, the named Cities and the County will indemnify, defend and save the others harmless, including any of the City of Phoenix, City of Tolleson, or Maricopa County's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying named City or County of any of the provisions of this Agreement, By entering into this Agreement, the City of Phoenix, City of Tolleson, and Maricopa County indemnify each other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any of the named Cities or County, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity include costs, expenses of litigation and reasonable attorney's fees.
- 23. This Agreement shall become effective as of the date it is approved by all of the Parties and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties.
- 24. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.

25. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
- 25.1. 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. Section 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.
- 25.2. 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 Agreement.
- 25.3. 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.
- 25.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
26. 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.
27. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party 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, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
28. All notices required under this Agreement to be given in writing shall be sent to:

City of Phoenix
Attn: Street Transportation Director
200 West Washington Street, 5th Floor

Phoenix, Arizona 85003

City of Tolleson
Attn: City Engineer
9601 West Jefferson Street
Tolleson, Arizona 85353

Maricopa County
Attn: Transportation Director
2901 West Durango Street
Phoenix, Arizona 85003

Arizona Department of Transportation
Attn: Deputy Director of Engineering and Transportation, Transportation
206 S. 17th Avenue
Phoenix, Arizona 85007

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, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or 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 courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier

29. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
30. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
31. This Agreement does not grant authority to control another Party's roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
32. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
33. This Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises,

agreements, conditions or understandings, either oral or written} between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. 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. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

34. 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.
35. 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.
36. 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.
37. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
38. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
39. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
40. 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.
41. Pursuant to provisions for unavailability of funding under A.R.S. § 35-154, 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.

42. 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.”
43. 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.
44. The Parties agree to 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.
45. The Parties 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 Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
46. 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 State shall in no way be obligated to complete or maintain the Project.
47. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
48. This Agreement shall be governed by the laws of the State of Arizona.
49. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF PHOENIX

Approved and Accepted by:

Briana Velez

Dec 1, 2025

Briana Velez, P.E., Street Transportation Director

Date

Attest by:

Denise Archibald

Dec 29, 2025

Denise Archibald, 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 by its respective governing body under the laws of the State of Arizona.

Approved as to form:

Julie M. Kriegh, City Attorney

Karen Stillwell

Dec 16, 2025

Karen L. Stillwell, Assistant Chief Counsel

Date

DJB

CITY OF TOLLESON

Approved and Accepted by:

Juan Rodriguez, Mayor

Date

Attest by:

Crystal Zamora, 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 by its respective governing body under the laws of the State of Arizona.

Justin Pierce, City Attorney

MARICOPA COUNTY

Recommended by:

Jesse Gutierrez, P.E.
Transportation Director

Date

Approved and Accepted by:

Board of Supervisors

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF 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

ARIZONA DEPARTMENT OF TRANSPORTATION

Approved and Accepted by:

Jennifer Toth, Director

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF ATTORNEY GENERAL

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 by its respective governing body under the laws of the State of Arizona.

Assistant Attorney General