



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

DATE/TIME: 09/27/2021 0854

FEE: \$0.00

PAGES: 8

FEE NUMBER: 2021-121464

When recorded, please return to:
Clerk of the Pinal County
Board of Supervisors
P.O. Box 827
Florence, AZ 85132

RESOLUTION NO. 090121-GA21-008

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION TO FUND IMPROVEMENTS TO THE
INTERSECTION OF STATE ROUTE 87 AND HOUSER AND HANNA ROADS**

WHEREAS, Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$750,000.00 appropriated to the County for improvements at the intersection of State Route 87 and Houser Road and Hanna Road, (the "Project"); and

WHEREAS, The State through the Arizona Department of Transportation ("ADOT") and Pinal County wish to enter into an Intergovernmental Agreement ("IGA") to define each Party's rights and responsibilities relating the funding and completion of the Project; and

WHEREAS, The State is empowered by A.R.S. § 28-401 to enter into the IGA and has delegated to the ADOT the authority to execute this Agreement on behalf of the State; and

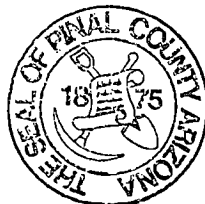
WHEREAS, the County is empowered by A.R.S. §§ 11-251, 11-952 and 28-6705 to enter into the IGA; and

THEREFORE:

BE IT RESOLVED, that the PINAL BOARD OF SUPERVISORS accepts and approves the Intergovernmental Agreement with the Arizona Department of Transportation to fund improvements to the intersection of State Route 87; and Houser and Hanna Roads in Pinal County attached hereto as Exhibit A

BE IT FURTHER RESOLVED the Chairman of the Board of Supervisors is authorized to execute the Intergovernmental Agreement on behalf of Pinal County.

PASSED AND ADOPTED this 1st day of Sept., 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.



ATTEST:

Clerk of the Board

Chairperson of the Board

APPROVED AS TO FORM:

Kevin S. Costello-Pinal County Deputy Attorney

EXHIBIT A

TO

RESOLUTION NO. 090121-GA21-008

See following pages.

Unofficial

ADOT CAR No.: IGA 21-0008271-I
AG Contract No.: P001 2021 001418
Project Location/Name: Houser Road and
Hanna Road intersection,
Type of Work: Intersection Improvements
TIP/STIP No.: NA
Budget Source: 2022 Legislative Appropriation
Transportation Projects: General Fund (Laws 2021,
1st Regular Session, Chapter 406 Senate Bill 1820)
Appropriation No.: 2022 DT55830

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT ("Agreement") is entered into this date September 13, 2021, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the PINAL COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by A.R.S. §§ 11-251, to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$750,000.00 appropriated to the County for improvements at the intersection of State Route 87 and Houser Road and Hanna Road, (the "Project").

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. After this Agreement is executed, the State will issue a warrant to the County in the amount of \$750,000.00 for the Project.
 - b. The County will complete the Project in accordance with Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33.
 - c. After Project completion, submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
5. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. This Agreement shall be governed by and construed in accordance with Arizona laws.

7. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
8. The County shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the County at the request of ADOT.
9. 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 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
11. 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.
12. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. § 35-393.01.
14. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

Pinal County
Attn: Celeste Garza
31 N. Pinal Street
Florence, AZ 85132
520.866.6402
Celeste.Garza@pinalcountyz.gov

Pinal County
Attn: Celeste Garza
31 N. Pinal Street
Florence, AZ 85132
520.866.6402
Celeste.Garza@pinalcountyz.gov

IGA 21-0008271-1

For Financial Administration:


Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

Pinal County
Attn: Celeste Garza
31 N. Pinal Street
Florence, AZ 85132
520.866.6402
Celeste.Garza@pinalcountyaz.gov

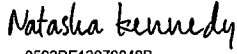
16. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
17. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.


PINAL COUNTY

DocuSigned by:

By 081B835470D3404...
STEPHEN Q. MILLER
Chairman

ATTEST:

DocuSigned by:

By 0592DE13079040B...
NATASHA KENNEDY
Clerk of the Board

STATE OF ARIZONA
Department of Transportation

DocuSigned by:

By 268F205D96C64A2...
STEVE BOSCH, PE
Division Director

ATTORNEY APPROVAL FORM FOR PINAL COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and PINAL COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DocuSigned by:

Kevin Costello

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9/10/2021

County Attorney

Date



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
Eli D. Golob
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8842
E-MAIL: ELI.GOLOB@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012021001418 (ADOT IGA/JPA 21-0008271-I), an Agreement between public agencies, the State of Arizona and Pinal County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 13, 2021

MARK BRNOVICH
Attorney General

ELI D. GOLOB
Assistant Attorney General
Transportation Section

EDG/sp/9804451