

ADOT CAR No.: IGA /JPA 15-0005343-I  
AG Contract No.: P0012015001932  
Project: Technical Noise Re-evaluation  
Study  
Section: Interstate 10 near SR 303L  
**Federal-aid No.: N/A**  
**ADOT Project No.: HS02501L**  
**TIP/STIP No.: N/A**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: 42215**

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GOODYEAR

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2015, pursuant to the Arizona Revised Statutes §§ 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 CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 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 City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.
3. The State will contribute an amount not to exceed of **\$50,000.00** for noise re-evaluation study along the north side of Interstate 10 (I-10,) from State Route 303 (SR303L) to Estrella/Pebble Creek Parkway, hereinafter referred to as the "Project" or the "Study". The City will be leading the effort and be responsible for managing the Study.
4. The Parties will perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

---

## **II. SCOPE OF WORK**

### 1. The State will:

- a. Participate with the City on the selection panel and aid in the preparation of the consultant's scope of work.
- b. Within thirty (30) days of receipt of an approved invoice, reimburse the City for eligible costs incurred for the Study, in an amount not to exceed **\$50,000.00**.
- c. Review the noise technical report(s) and all technical documentation used to produce these reports. Provide comments as necessary, within two weeks of receiving all documentation.
- d. Issue, per established procedures of the State's Phoenix Maintenance District Permit Office a valid blanket Encroachment Permit for the City to enter the State's right-of-way to effectively meet the obligations set forth in this Agreement. The State agrees all activities that are reasonably required to be performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.
- e. Work with the City and Maricopa Association of Governments (MAG), if necessary to determine next steps following completion of the Study.
- f. Provide to the City the Traffic Noise Model (TNM) 2.5 base files that were developed as part of SR303L/I-10 System TI Phase I Project.

### 2. The City will:

- a. Together with the State, select the most qualified, independent consultant for noise re-evaluation study along the north side of I-10, from SR303, to Estrella/Pebble Creek Parkway. Selected consultant must have familiarity with ADOT Noise Abatement Policy and practices, as demonstrated through substantial experience working on ADOT or other federally funded transportation projects. This experience must include noise measurements, and predictions with TNM 2.5, on major projects.
- b. Include a representative from the State to assist on the selection panel and aid in the preparation of the consultant's scope of work.
- c. Upon completion of the Study, provide to the State the final noise report along with the electronic TNM data files.
- d. Use the Progress Payment Request form (Exhibit A), to invoice ADOT for reimbursement of eligible, incurred Study costs for the Project within thirty (30) days of payment to a consultant. Provide all necessary backup documentation with said invoice. Total invoiced costs are not to exceed **\$50,000.00**.
- e. Request and maintain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid blanket Encroachment Permit for the City to effectively meet the obligations set forth in this Agreement within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Phoenix Maintenance District's established procedures. The City agrees all activities performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

## **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Study and all reimbursements provided herein. This Agreement may be cancelled at

any time prior to hiring a noise consultant, upon thirty (30) days written notice to the other Party. It is further understood and agreed that, in the event City cancels this Agreement prior to completion of the Study, the City will be responsible for all costs incurred by the State up to the time of cancellation and the State shall have no other obligation to continue with the Study.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees. This indemnification shall not extend to any action or inaction on the part of ADOT in implementation or a failure to implement noise abatement measures as a result of the findings of the Study

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. 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 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. 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.

9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

11. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Goodyear  
Attn: Bob Beckley  
190 North Litchfield Rd.  
Goodyear, Arizona 85338  
(623) 882-7625  
(623) 882-7063 Fax  
[bob.beckley@goodyearaz.gov](mailto:bob.beckley@goodyearaz.gov)

13. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and 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.

**CITY OF GOODYEAR**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**GEORGIA LORD**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By \_\_\_\_\_  
**MAUREEN SCOTT**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF GOODYEAR**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and CITY OF GOODYEAR,, 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 City under the laws of the State of Arizona.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Attorney