

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR**  
**TO WAIVE TRAFFIC CONTROL PERMIT FEES**

**(C-64-17-\_\_\_\_\_ -M-00)**

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

**STATUTORY AUTHORIZATION**

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

**BACKGROUND**

4. The Parties desire to develop and implement a cooperative agreement to waive traffic control permit fees under certain circumstances.
5. There are instances where the City or their contractor is constructing public infrastructure within, adjacent to, or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require a permit to allow traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons.
6. There are other instances where the County or their contractor is constructing public infrastructure within, adjacent to, or near the City's right-of-way, but the City is not a partner in the project and the project work is not in the City's right-of-

way. These projects may require a permit to allow traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons.

7. In the cases described in Paragraphs 5 and 6, it is reasonable to waive traffic control permit fees because each Party derives a benefit.
8. In this Agreement, traffic control permit fees include but are not limited to any and all plan review fees, processing fees, and permit fees.
9. The Parties recognize that the circumstances described in Paragraphs 5 and 6 occur an estimated five (5) times per year. The costs of the permits issued by each Party would be estimated to total less than \$1,000 in fees per year. Nothing in this Agreement shall limit the number of permits per year that are eligible under this Agreement.

### **DURATION**

10. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect through June 30, 2021. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

### **PURPOSE OF THE AGREEMENT**

11. The purpose of this Agreement is to formalize a reciprocal agreement to waive traffic control permit fees in certain circumstances.

### **TERMS OF THE AGREEMENT**

#### **12. Responsibilities of the County and the City:**

- 12.1 Each Party shall ensure that each permit issued under authority of this Agreement complies with all standard permitting requirements and other terms as may be deemed necessary by the County Transportation Director (or designee) with respect to permits issued by the County and the City Manager (or designee) with respect to permits issued by the City.
- 12.2 Each Party shall ensure any contractor liability insurance is acquired and lists the permitting Party as additional insured. Each Party shall also provide a copy of the insurance certificate to the permitting Party, as applicable.

- 12.3 Each Party or their contractor shall reference this Agreement at the time of permit application when applying for a permit meeting the conditions of this Agreement.
- 12.4 Each Party or their contractor shall submit the required traffic control application(s) and traffic control plan(s).
- 12.5 Each Party shall expedite the review of the traffic control application and plan, if applicable.
13. **Responsibilities of the County:**
- 13.1 Upon receipt of proper documentation, as listed in Paragraph 12.4, the County shall waive all traffic control permit fees for City projects meeting the criteria in Paragraph 5 and Paragraph 12.
- 13.2 The County Transportation Director (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.
14. **Responsibilities of the City:**
- 14.1 Upon receipt of proper documentation, as listed in Paragraph 12.4, the City shall waive all traffic control permit fees for County projects meeting the criteria in Paragraph 6 and Paragraph 12.
- 14.2 The City Manager (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

## **GENERAL TERMS AND CONDITIONS**

15. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
16. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
17. 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.

18. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation  
Attn: Intergovernmental Relations Branch  
2901 West Durango Street  
Phoenix, Arizona 85009

City:

City of Goodyear  
Attn: City Manager  
190 North Litchfield Road  
Goodyear, AZ 85338

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.

19. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
20. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
21. 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.
22. This Agreement and all Exhibits attached to 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. Nothing in this Agreement or any permit shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses associated with a project the Party is not a partner to.
31. Nothing in this Agreement or any permit shall be interpreted to enlarge or expand the County's or City's authority.
32. 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.
33. 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.

**CITY OF GOODYEAR**

**MARICOPA COUNTY**

***Recommended by:***

***Recommended by:***

\_\_\_\_\_  
Brian Dalke  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Toth, P.E.  
Transportation Director

\_\_\_\_\_  
Date

***Approved and Accepted by:***

***Approved and Accepted by:***

\_\_\_\_\_  
Georgia Lord  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denny Barney, Chairman  
Board of Supervisors

\_\_\_\_\_  
Date

***Attest by:***

***Attest by:***

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVAL OF CITY ATTORNEY AND 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 Parties by their respective governing bodies under the laws of the State of Arizona.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date