

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA**  
**TO WAIVE TRAFFIC CONTROL REVIEW AND PERMIT FEES**  
**(C-64-22-\_\_\_\_-X-00)**

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

**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 and to enter into this Agreement.
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 for joint or cooperative action.

**PURPOSE**

4. The Parties desire to develop and implement a cooperative agreement to waive traffic control permit fees when a project is located exclusively within one Party's jurisdiction, but circumstances necessitate that one or more traffic control devices be constructed within the jurisdiction of the other Party.
5. Each Party acknowledges that the other Party has in place requirements for traffic control to protect the public safety and that each Party planning the project (Project Party) will adhere to its requirements throughout its own projects.

## TERMS OF THE AGREEMENT

### 6. Mutual Responsibilities of the Parties:

- 61 If a Party has a project to be located exclusively within its own jurisdiction, but one where circumstances necessitate that one or more traffic control devices be constructed within the jurisdiction of the other Party (**Project Party**), the Project Party shall provide notice to the other Party (**Jurisdictional Party**) specifying the scope, schedule, and location of the project and the location of the proposed extra jurisdictional traffic control devices.
- 62 The Jurisdictional Party shall, within 10 business days of the notice from the Project Party, notify the Project Party if the Jurisdictional Party will proceed pursuant to this Agreement or instead proceed pursuant to its normal permitting process related to traffic control devices.
- 63 If the Jurisdictional Party determines that the Project Party may proceed pursuant to this Agreement or fails to respond within the 10 business day period, then, the Jurisdictional Party waives any and all required permit fees related to any traffic control devices to be placed within its Jurisdiction pursuant to this Agreement.
- 64 The Project Party shall provide the Jurisdictional Party with copies of final traffic control plans and required traffic control application(s) for all traffic control devices to be placed within the jurisdiction of the Jurisdictional Party.
- 65 The Jurisdictional Party shall expedite the review of the traffic control application and plan, if applicable, and if resources allow.
- 66 Each Party shall ensure that each permit issued under the 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) and the City Manager (or designee).
- 67 Each Party shall reference this Agreement when applying for a permit under the conditions of this Agreement.
- 68 The Project Party shall require that any contractor performing extra jurisdictional work shall have in place liability insurance that names the Jurisdictional Party as additional insured. The Project Party shall provide a copy of proof of such insurance to the Jurisdictional Party and post performance bonds and security funds as required by the Jurisdictional Party.

**7. Responsibilities of the County:**

- 7.1 Upon approval of the traffic control plans, posting of bonds and certificate of insurance, issue the City a traffic control permit and waive any related permit and review fees.
- 7.2 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.
- 7.3 When the County is the Project Party it shall:
  - i. Submit traffic control plans to the City for review and approval.
  - ii. Provide performance and payment bonds and insurance certificate to City.

**8. Responsibilities of the City:**

- 8.1 Upon approval of the traffic control plans, posting of bonds and certificate of insurance, issue the County a traffic control permit and waive any related permit and review fees.
- 8.2 The City Manager 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.
- 8.3 When the City is the Project Party it shall:
  - i. Submit traffic control plans to the County for review and approval.
  - ii. Provide performance and payment bonds and insurance certificate to County.

**GENERAL TERMS AND CONDITIONS**

- 9. To the extent permitted by law, the Project Party will indemnify, defend and hold the Jurisdictional Party harmless, including any and all 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 the Project Party's project for which the waiver of permit and fee has occurred.

10. 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 it is terminated by either Party upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.
11. This Agreement may be amended only upon written Agreement by all Parties.
12. This Agreement is subject to the provisions of A.R.S. § 38-511.
13. 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.
14. 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 Peoria  
Attn: City Manager  
8401 West Monroe Street  
Peoria, AZ 85345

Either Party may by written notice to the other specify a different address for notice. 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 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.

15. 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.
16. 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.
17. 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. Electronic signatures are acceptable as original signatures.
18. 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 pursuant to this Agreement.
19. This Agreement shall be governed by the laws of the State of Arizona. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

***End of Agreement - Signature Page Follows***

# CITY OF PEORIA

IN WITNESS WHEREOF, the Parties have executed this Agreement.

## MARICOPA COUNTY

***Recommended by:***



2/11/2022

Jennifer Toth, P.E.

Date

Transportation Director

***Approved and Accepted by:***

Chairman

Date

Board of Supervisors

***Attest by:***

Clerk of the Board

Date

### **APPROVAL OF DEPUTY COUNTY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.



2/11/2022

Deputy County Attorney

Date