

ADOT CAR No.: IGA 22-0008733-I  
AG Contract No.: P0012022001760  
Project Location/Name: Traffic  
Management & Operations  
Type of Work: Various  
Budget Source Item No.: NA

**MASTER INTERGOVERNMENTAL AGREEMENT  
FOR TRAFFIC MANAGEMENT AND OPERATIONS**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PEORIA

**THIS MASTER INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into this date \_\_\_\_\_, 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 CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Partner” or “Party” and are collectively referred to as the “Partners” or “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 City is empowered by A.R.S. § 48-572 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 City.
3. The Parties desire to set forth the general terms and conditions whereby the Parties will collaborate to share infrastructure and execute Integrated Corridor Management (ICM) projects (with respect to each engagement “the Project”), with the specifics of each engagement to be set forth in an executed Addendum to this Agreement.

**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:

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**II. BACKGROUND**

1. The Partners currently each own and operate separate Intelligent Transportation Systems (ITS).
2. The Partners recognize the extensive infrastructure and systems foundation that has been established by the Partners and agree to advance collaboration with each other to leverage infrastructure and systems for regionally integrated operations.
3. The Partners recognize that collaborating on ITS initiatives provides a mutual benefit and cost savings by expanding their respective systems and contributing to the regional communications effort.
4. The Partners are committed to continuing efforts associated with regional initiatives that leverage existing infrastructure and resources and implementing new initiatives to support coordinated traffic management, traveler information dissemination, and ongoing operations and maintenance.
5. The Partners are committed to continuing their participation in the AZTech™ regional transportation operations partnership.

**III. TERMS OF THE AGREEMENT**

1. The Parties Agree to:
  - 1.1 General
    - a. Mutually develop ITS Projects. Such Projects under this Agreement may be proposed by either Partner, and shall become effective, as an Addendum, upon mutual written approval of ADOT and the City. Projects under this Agreement will detail specific processes for coordination, communication, freeway and arterial system operations when a freeway closure necessitates diverting freeway traffic onto City and/or County arterial streets. The Projects can also be used to share infrastructure such as conduit or fiber. If shared, the Project will specify in detail what is being shared, who has primary responsibility and how it is being maintained.
    - b. Limit the geographical area of the ITS Projects and initiatives through this Agreement to all freeways and arterial roads within the common jurisdictions of the Partners.
    - c. Designate in writing a person to act as the Party's representative with respect to the services rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Party's decisions regarding Project execution.

- d. Provide all criteria and full information as to the Party's requirements, objectives, and expectations for the Project, including all criteria that are to be met and all standards of development, design or construction.
- e. Assist the Partner by providing information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- f. Arrange for access to and make all provisions for the Partner to enter upon public property as required for the Partner to perform services under this Agreement.
- g. Give prompt written notice to the Partner whenever the State or City observes or otherwise becomes aware of any development or factors that affect the scope, timing, or payment of Partner's services.

## 1.2 Infrastructure and Systems

- a. Make available to the other Party the infrastructure and system resources in order to collaborate on efforts associated with ITS initiatives.
- b. Define and implement the mutual sharing of existing fiber communications infrastructure within common jurisdiction boundaries.
- c. Operate and maintain their existing systems in a manner that supports infrastructure sharing.
- d. Make available to the other Party primary and secondary contact information for approved staff to report problems with the shared infrastructure or systems.
- e. In the event either Party experiences a shortage of available communications bandwidth to meet its needs at any location in its system, adjustments will be made to maintain communications to accommodate both Partners' needs as mutually agreed.
- f. Neither Party will make payments to the other Party for the use of the shared resources.
- g. Notify the other Party of planned or unplanned downtime that impacts infrastructure. Notification will include detail such as the date, time, expected duration of downtime, and impacts to the Party.
- h. Replace or upgrade hardware or software owned by Parties as needed to support ITS initiatives.
- i. Maintain and provide continuous technical support or hardware or software physically in the other Parties facility as needed to support ITS initiatives.

- j. Ensure staff is identified to conduct basic training on systems, services, or functions that apply to this Agreement when Party requires basic training to utilize systems, services, or functions.

### 1.3 Incident Management

- a. Make available to the other Party the infrastructure and system resources in order to collaborate on efforts associated with ITS initiatives, such as ICM or incident response.
- b. Provide traffic management support services for incident management purposes where agreed to within a specific Project by Addendum.
- c. Designate appropriate representatives of response teams to attend collaborative discussions related to incident debriefs, AZTech Working Groups or Committees, or ICM discussions.

### 1.4 AZTech Partnership

- a. Continue commitment to their participation in the AZTech regional transportation operations partnership. Participate in developing AZTech Transportation System Management and operation initiatives to improve regional transportation management.
- b. Develop and implement projects that promote ICM and enhanced freeway-arterial operation to achieve efficient and seamless transportation in the region.

## **IV. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. This Agreement shall remain in full force and effect for successive periods of five years from the Effective Date and may be amended upon mutual written consent of both Parties, provided however, that this Agreement may be cancelled at any time with 90 days written notice to the other Party. In the event the City cancels this Agreement the City will coordinate with the State for the removal of the City's devices and connections to ADOT fiber.
4. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
5. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
6. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

7. Inspection and Audit. The City 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 City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
8. Non-Discrimination. 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.”
9. Non-Availability of Funds. Every obligation of the Parties 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 affected Party at the end of the period for which the funds are available. No liability shall accrue to the affected Party in the event this provision is exercised, and the affected Party shall not be obligated or liable for any future payments as a result of termination under this paragraph.
10. Arbitration. 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.
11. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
12. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
13. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
14. Notices. 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 Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Peoria  
Attn: Chris Lemka  
9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345  
623-773-7212  
[chris.lemka@peoriaaz.gov](mailto:chris.lemka@peoriaaz.gov)

City of Peoria, Attorney’s Office  
Attn: City Attorney  
8401 W. Monroe Street Peoria,  
AZ 85345  
623-773-7330

- 15. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by either Party and shall be in writing.
- 16. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
- 17. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**CITY OF PEORIA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JASON BECK**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LORI DYCKMAN**  
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City of Peoria, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 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.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**BRENT A. CAIN, PE**  
Division Director

A.G. Contract No. P0012022001760 (ADOT IGA 22-0008733-I), an Agreement between public agencies, the State of Arizona and the City of Peoria, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 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.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General