

CITY COUNCIL REPORT



Meeting Date: April 28, 2026
General Plan Element: ***Community Mobility***
General Plan Goal: ***Provide for the safe, efficient, and affordable movement of people and goods***

ACTION

Adopt Resolution No. 13643 to:

Authorize, approve, and direct the Mayor to execute, on behalf of the City, Contract No. 2026-056-COS, an Intergovernmental Agreement (IGA) between the City of Scottsdale and Maricopa County for the exchange of services (Entente) to support routine and emergency roadway maintenance.

Authorize the City Manager or his designee to execute Letters of Agreement (LOAs) and any related documents, and to take such other actions as are necessary to carry out the intent of this Agreement.

BACKGROUND

The City of Scottsdale and Maricopa County maintain an interconnected roadway network that requires coordination to deliver street maintenance effectively. Maintenance work, both routine and emergency, often occurs near or across jurisdictional boundaries. Without coordination, this can lead to inefficiencies, scheduling conflicts, and inconsistent service to the public.

The proposed IGA establishes a framework for the City and County to exchange services and perform maintenance work on each other's behalf through project specific LOAs. This provides a consistent and predictable process for coordinating work between agencies.

This approach allows each agency to use available contracts, staff, equipment, and materials to complete work where it makes the most sense, reducing delays caused by jurisdictional limits. It also maintains accountability, cost transparency, and compliance with applicable standards.

The IGA improves overall delivery and provides a consistent level of service across the transportation network.

Action Taken _____

ANALYSIS & ASSESSMENT

Analysis & Assessment

The proposed Intergovernmental Agreement (IGA) provides a structured and consistent approach for the City of Scottsdale and Maricopa County to coordinate roadway maintenance activities across jurisdictional boundaries.

This agreement improves operational efficiency by allowing each agency to perform work where it is most practical, reducing duplication of effort and minimizing delays associated with separate mobilization and coordination. It also supports more complete project delivery, particularly in areas where maintenance needs extend across agency limits.

The IGA establishes clear expectations through project-specific Letters of Agreement (LOAs), which define scope, responsibilities, and cost reconciliation prior to any work being performed. This ensures coordination, accountability, and consistency in how projects are delivered.

Policy Implications:

This item supports the City Council priority to Connect the Community by maintaining and coordinating roadway infrastructure to support safe and efficient travel.

This item also supports the General Plan Circulation Element, which promotes the safe, efficient, and coordinated movement of people and goods throughout the transportation network.

RESOURCE IMPACTS

Work performed under this agreement will be funded through the City's existing Street Maintenance budget. No additional funding is requested as part of this action.

All projects will be discussed and agreed upon by both agencies prior to initiation. A project-specific LOA will be executed before any work begins, which will define scope, responsibilities, and any cost reconciliation between the agencies.

The agreement includes an annual reimbursement cap of \$250,000.

This approach allows the City and County to leverage existing contracts, staff, equipment, and materials to complete work more efficiently than if performed independently. Coordinated delivery also results in more complete project outcomes and a better overall level of service to the public.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt the resolution authorizing the Mayor to execute the Intergovernmental Agreement (IGA) between the City of Scottsdale and Maricopa County for the exchange of roadway maintenance services, and authorize the City Manager or designee to execute related documents and project-specific Letters of Agreement (LOAs).

Alternative Option

Do not approve the agreement. The City and County would continue to perform maintenance activities independently, which may result in reduced efficiency, increased coordination challenges, and less consistent project delivery across jurisdictional boundaries.

RESPONSIBLE DEPARTMENT(S)

Transportation and Infrastructure Department

STAFF CONTACTS (S)

Scott Zipprich, Senior Manager – Street Operations

(480) 312-7630, szipprich@scottsdaleaz.gov

APPROVED BY

Alison Tymkiw

Alison Tymkiw, Senior Director-City Engineer,
Transportation and Infrastructure
atymkiw@scottsdaleaz.gov (480) 312-7760

4/14/26 09:22 MST

Date

ATTACHMENTS

1. Resolution No. 13643
2. Contract No. 2026-056-COS

RESOLUTION NO. 13643

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING CONTRACT NO. 2026-056-COS, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND MARICOPA COUNTY FOR ENTERING INTO LETTERS OF AGREEMENT TO PERFORM ROUTINE OR EMERGENCY ROADWAY MAINTENANCE OR IMPROVEMENT PROJECTS.

WHEREAS, Arizona Revised Statutes Section 11-952 authorizes public agencies to enter into agreements for services or to jointly exercise any powers common to them, and to enter into agreements with one another for joint or cooperative action.

WHEREAS, Article 1, Section 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies.

WHEREAS, the participating jurisdictions desire to provide procedures to request and supply resources for performing routing or emergency roadway maintenance for roads and streets under shared jurisdiction through the Entente Program.

WHEREAS, it is beneficial to the City to establish in advance procedures by which the City may enter Letters of Agreement (LOAs) for routine or emergency highway maintenance or improvement projects for such shared jurisdiction streets.

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves, and directs the Mayor to execute, on behalf of the City, Contract No. 2026-056-COS, an intergovernmental agreement between the City of Scottsdale and Maricopa County for the purpose of authorizing the City Manager or designee to enter into future separate LOAs for routine or emergency roadway maintenance or improvement projects with Maricopa County in an aggregate amount not to exceed \$250,000 per fiscal year.

Section 2. The City Council hereby authorizes, approves, and directs the City Manager or designee to execute such other documents and take such other actions as necessary to carry out the intent of this resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this ____ day of _____, 2026.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

Lisa Borowsky, Mayor

Ben Lane, City Clerk

APPROVED AS TO FORM:

Luis E. Santaella

Luis E. Santaella, Interim City Attorney

By: Lindsay Hampshire, Assistant City Attorney

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Resolution No. 13643

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ATTACHMENT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY AND CITY OF SCOTTSDALE
FOR THE EXCHANGE OF SERVICES (ENTENTE)**

This Intergovernmental Agreement (**Agreement**) is between Maricopa County, a political subdivision of the State of Arizona (**County**), and the City of Scottsdale, a 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. 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.
3. 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.

BACKGROUND

4. The Parties desire to develop and implement a cooperative roadway improvement and resource exchange program whereby routine or emergency roadway maintenance will be implemented more efficiently (**Entente Program**). The Entente Program is designed to focus on the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into Letters of Agreement (**LOA** or **LOAs**).

PURPOSE OF THE AGREEMENT

5. This Agreement aims to establish procedures to authorize the County's Department of Transportation Director, or designee, and the City Manager, or designee, to enter into LOAs to exchange goods or services between each Party to perform routine or emergency roadway maintenance services.

DURATION

6. This Agreement shall become effective on the last signature date set forth below after execution by all Parties and remain in full force and effect until either Party terminates it. Any Party may terminate this Agreement for any reason upon furnishing the other Party with written notice at least thirty (30) days prior to the effective termination date.

TERMS OF THE AGREEMENT

7. The County shall:

- 7.1 Authorize the County's Department of Transportation Director, or designee, by adoption of this Agreement, to sign LOAs created pursuant to this Agreement.
- 7.2 Select routine or emergency roadway maintenance projects, such as those generally outlined in **Exhibit A**, which is attached to this Agreement and incorporated by reference, suitable for an LOA, and enter into LOAs with the City for the exchange of goods or services for roadway maintenance projects. If the value of the County provided goods or services exchanged with the City is less than the value of goods and services provided by the City for any individual LOA, the County shall remit to the City the difference in value, provided that the total aggregate reimbursement to the City for all LOAs entered into pursuant to this Agreement will not exceed \$250,000 per fiscal year.
- 7.3 Upon LOA Project Completion, provide the City with a statement of services performed by the County pursuant to an executed LOA created pursuant to this Agreement (**County Statement**). The County Statement shall include an itemization of all costs owed to the County by the City and an invoice for any outstanding balance.
- 7.4 Remit to the City the balance of any sums due pursuant to paragraph 7.2 hereof within thirty (30) days of receipt of an itemized statement from the City or as provided in the LOA. The costs of the goods or services will be standardized by the Parties, as provided below:
 - 7.3.1 Labor: average market rate plus overhead costs;
 - 7.3.2 Equipment: FEMA Schedule of Equipment Rates;
 - 7.3.3 Material: current procurement rate.
- 7.5 Complete each routine or emergency roadway maintenance project in accordance with the County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA, and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the County.
- 7.6 Apply for no-cost permits, as needed, from the City for any work performed on behalf of the City and pursuant to an LOA. Provide no-cost permits, as needed, to the City for any work performed on behalf of the County and pursuant to an LOA.
- 7.7 Allow the City to inspect the routine or emergency roadway maintenance projects undertaken by the County on behalf of the City and pursuant to an LOA. If the City reasonably believes the project is not being performed by the County in conformance with the LOA, or the City reasonably believes that that project has not been undertaken and performed in a good and workmanlike manner, the County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the City.

8. The City shall:

- 8.1 Authorize the City Manager, or designee, by adoption of this Agreement, to sign LOAs created pursuant to this Agreement.
- 8.2 Select routine or emergency roadway maintenance projects, such as those generally outlined in **Exhibit A**, which is attached to this Agreement and incorporated by reference, suitable for an LOA, and enter into LOAs with the County for the exchange of goods or services for roadway maintenance projects. If the value of the City provided goods or services exchanged with the County is less than the value of goods and services provided by the County for any individual LOA, the City shall remit to the County the difference in value, provided that the total aggregate reimbursement to the County for all LOAs entered into pursuant to this Agreement will not exceed \$250,000 per fiscal year.
- 8.3 Upon LOA Project completion, provide the County with a statement of services performed by the City pursuant to an executed LOA created pursuant to this Agreement (**City Statement**). The City Statement shall include an itemization of all costs the County owes to the City and an invoice for any outstanding balance.
- 8.4 Remit to the County the balance of any sums due pursuant to paragraph 8.2 hereof within thirty (30) days of receipt of an itemized statement from the County or as provided in the LOA. The costs of the goods or services will be standardized by the Parties, as provided below:
 - 7.3.4 Labor: average market rate plus overhead costs;
 - 7.3.5 Equipment: FEMA Schedule of Equipment Rates;
 - 7.3.6 Material: current procurement rate.
- 8.5 Complete each routine or emergency roadway maintenance project in accordance with the City's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA, and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the County.
- 8.6 Apply for no-cost permits, as needed, from the County for any work performed on behalf of the County and pursuant to an LOA. Provide no-cost permits, as needed, to the County for any work performed on behalf of the City and pursuant to an LOA.
- 8.7 Allow the County to inspect the routine or emergency roadway maintenance projects undertaken by the City on behalf of the County and pursuant to an LOA. If the County reasonably believes the project is not being performed by the City in conformance with the LOA, or the County reasonably believes that that project has not been undertaken and performed in a good and workmanlike manner, the City shall correct or re-perform it, as necessary, to the reasonable satisfaction of the County.

TERMS OF THE LOA

9. Each LOA will describe the routine or emergency roadway maintenance project and any goods or services that are being exchanged between the Parties. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$250,000 per fiscal year. Each Party will maintain a record of the goods and services exchanged over the life of the Agreement.
10. After the Parties enter an LOA, and if there are unexpected or unforeseen costs that cause the value of the goods or services exchanged to become unequal or add to the amount of reimbursement for that LOA, the Parties shall amend the LOA, in writing; provided, however, that the additional reimbursement shall not cause the total aggregate reimbursement for all LOAs to exceed \$250,000 per fiscal year.
11. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the City's authority.

MANNER OF FINANCING

12. The County and the City shall budget, finance, and bear the expense of each LOA separately. The County Transportation Director, or designee, and the City Manager, or designee, shall ensure that sufficient financing is available prior to entering into an LOA.

GENERAL TERMS AND CONDITIONS

13. To the extent permitted by law, each Party will indemnify, defend, and hold the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever that is caused by any activity, condition, or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
14. This Agreement may be amended only upon written agreement by all Parties.
15. This Agreement is subject to the provisions of A.R.S. § 38-511.
16. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 16.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

- 16.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
- 16.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.
- 16.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
17. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
18. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
- 18.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 18.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 18.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.
19. 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.

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

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009
TaiAnna.Yee@maricopa.gov

City of Scottsdale
Attn: Transportation and Infrastructure Senior Director
7447 E. Indian School Road
Suite 205
Scottsdale, Arizona 85251
ATymkiw@scottsdaleaz.gov

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered by e-mail, 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 the 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. Notice given by e-mail shall be deemed delivered one business day after the e-mail was sent.

21. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
22. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. If a court of competent jurisdiction finds that any provision is invalid, all remaining provisions shall remain in full effect.
23. No waiver of any term of this Agreement shall be deemed to be a continuing waiver of such term.
24. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
25. 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.

26. The Parties will execute and 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 according to this Agreement.
27. The venue for any claim arising out of or in any way related to this Agreement shall be Phoenix, Arizona.
28. 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.

MARICOPA COUNTY

Recommended by:

Jesse Gutierrez, 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 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.

Deputy County Attorney Date

EXHIBIT A

Road-related Tasks:

- a. Grading
- b. Sweeping
- c. Surface Treatment/Seal Coats
- d. Signage
- e. Striping
- f. Debris Removal
- g. Material Hauling
- h. Fence Repair
- i. Storm Drain/Culvert Repair
- j. Barricading
- k. Pothole Repair
- l. Signal Maintenance
- m. Equipment Exchange
- n. Concrete Repair
- o. Bridge Repairs
- p. Storm Repairs
- q. Guardrail Repairs