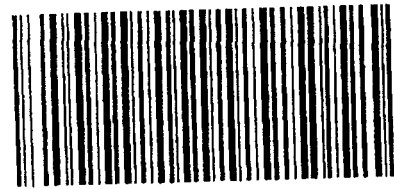


CLERK OF THE BOARD

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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
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2 OF 2

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**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN MARICOPA COUNTY, THE CITY OF EL MIRAGE,**  
**THE CITY OF GLENDALE AND THE CITY OF PEORIA**  
**FOR IMPROVEMENTS TO NORTHERN PARKWAY**  
**FROM SR 303 TO US 60 (GRAND AVENUE)**  
*C. 91.09.081.M.00*

This Intergovernmental Agreement ("Agreement") is between the County of Maricopa, a body politic, acting through the Maricopa County Department of Transportation ("County"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), and the City of Peoria ("Peoria"), all Arizona municipal corporations. The County, El Mirage, Glendale and Peoria are collectively referred to as the "Parties" and individually as "Party", County, El Mirage, Glendale or Peoria.

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes (A.R.S.) §11-952, as amended.

**STATUTORY AUTHORIZATION**

1. A.R.S. §§ 11-251 and 28-6701 *et seq.* authorizes the County to layout, maintain, control and manage public roads within the County, and enter into this Agreement.
2. A.R.S. § 11-951 *et seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. § 11-951 *et seq.* and their respective Charters authorize El Mirage, Glendale and Peoria to enter into this Agreement.

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3. A.R.S. § 11-951 *et seq.* and their respective Charters authorize El Mirage, Glendale and Peoria to enter into this Agreement.

## BACKGROUND

4. The planned Northern Parkway (the "Project") is 12.5 miles long, extending from 67<sup>th</sup> Avenue, at its intersection with Grand Avenue, to SR 303. The Project passes through or adjacent to the Cities of Glendale, Peoria, and El Mirage and unincorporated portions of Maricopa County. Other governmental entities potentially impacted by this Project are the Arizona Department of Transportation ("ADOT"), Luke Air Force Base ("Luke AFB") and the Flood Control District of Maricopa County ("FCDMC"). For the purposes of this agreement, the "Project" is defined as the limited, fiscally constrained interim concept included within the overall scope of the DCR and described in Appendix C of the DCR. The "Project" does not include the elements of the ultimate Northern Parkway concept that are envisioned in the DCR but unfunded at the time of this Agreement. Right-of-Way protection for the entire corridor is part of the project.
5. The proposed Project will be a principal arterial roadway with controlled and partially controlled access including grade-separated intersections at major cross streets as provided in the DCR.
6. The proposed Project will be a principal arterial that will have more traffic carrying capacity than a typical arterial and will enable traffic to travel faster compared to typical arterials. The Project will provide a much needed higher speed, higher capacity east-west route in the central portion of the West Valley where there are no east-west freeways currently planned. The Project will link El Mirage, central Glendale, unincorporated portions of Maricopa County, and southern Peoria to the rapidly developing far West Valley. Northern Parkway will also provide improved access from Peoria, El Mirage, unincorporated Maricopa County, and Glendale to downtown Phoenix via the Northern Parkway - Grand Avenue route.
7. The primary purpose of the Project is to increase east-west mobility in the West Valley. The principal features of the Project are grade separation at major intersections and controlled access to enhance mobility. Local access and local circulation will be provided in a controlled manner compatible with the primary goal of increased east-west mobility.

## PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to identify and define the responsibilities of the County and the Cities of El Mirage, Glendale, and Peoria for cost sharing, design, construction, construction management, rights-of-way acquisition, utility relocation, and maintenance of the Project.

## LEAD AGENCY

9. a. Maricopa County is hereby designated as the Lead Agency for the Project. As Lead Agency the County will be responsible for leading planning and programming efforts, facilitating coordination with the Maricopa Association of Governments ("MAG"), as well as issuing and managing design and construction contracts, including field engineering and inspection work at the direction of the Executive Committee.

b. The Maricopa County Department of Transportation ("County") will provide the principal staffing support for the participants in the Northern Parkway IGA. Consultants may be retained to meet some staffing needs. The Cities or ADOT staff may also provide support as needed. Reimbursable staffing or consultant costs are subject to approval of the Executive Committee.

c. County staff will lead in providing the analysis and documentation needed by the Executive Committee to develop the Life Cycle Program, the Five-Year Program and the Annual Budget.

d. County staff costs and other necessary expenses (direct costs) will be considered as a local match.

### **DESIGN CONCEPT AND ENVIRONMENTAL ASSESSMENT**

10. The County will perform its Lead Agency functions with the Project in accordance with the Design Concept Report ("DCR") and Environmental Assessment ("EA"). The design and priorities reflected in the DCR & Environmental Assessment may be modified by the Northern Parkway Executive Committee.

### **RIGHT OF WAY AND PERMITTING**

11. a. The jurisdiction in which the Project segment resides will be responsible for obtaining and protecting necessary right-of-way, to the extent provided in their adopted budgets. In most cases, local jurisdictions will purchase right-of-way in their jurisdiction and where they are actively pursuing annexation. If a local jurisdiction fails to protect and purchase the right-of-way, then that jurisdiction authorizes the County to purchase, and if necessary, condemn required properties within their corporate limits for the purposes of this project. The County will be reimbursed for all reasonable and necessary costs associated with procuring the right-of-way within another jurisdiction, as prescribed in the 5 Year Program adopted by the Executive Committee.

b. All Parties shall issue a "No Cost" permit to the Lead Agency for any work being done within their incorporated boundaries relating to the Project.

c. All Parties shall submit any utility permits within the project limits to the County for review and comment. Parties shall not issue such utility permits until the County provides its comments.

### **FINAL DESIGN**

12. The County will be responsible for final design of this Project based on the approved DCR. Funding responsibility shall be as prescribed in Paragraph 15 of this Agreement.

### **CONSTRUCTION**

13. The County will be responsible for arranging and overseeing the construction of the Project facilities including field engineering and inspection of work. Funding

responsibility shall be as prescribed in Paragraph 15 of this Agreement.

### MAINTENANCE AND OPERATION

14. ✓ a. Upon completion, the Project will be maintained and operated by the jurisdiction in which it is located, that is, Glendale, Peoria and Maricopa County, except as provided in Paragraph 14.b, below. When a City boundary divides the Project (with a portion to the north and a portion to the south) the Party to the north will maintain the structures and the mainline to the south curb line unless other agreements are made. When only a small portion of the Project rests in a jurisdiction, the jurisdiction with the larger adjacent portion will maintain the smaller portion of the Project.
- b. The County will be responsible for Intelligent Transportation System (ITS) operations and maintenance. The Parties will develop an ITS Concept of Operations Plan for the corridor. This plan will be evaluated on an annual basis or if required by changes in traffic patterns. The Traffic Engineering Departments of the Parties agencies will meet on a monthly basis to discuss ITS operations along the corridor.
- c. The County's department of transportation will operate the ITS system and maintain the ITS equipment. Operation and maintenance costs will be shared between the Party cities based on the percentage cost share depicted in paragraph #19. MCDOT will provide annual budget estimates to the cities for inclusion in their budget cycles and will invoice the cities on an annual basis for ITS services provided.

### FUNDING

15. ✓ a. The principal source of funding for this Project is regional funding, and the Parties are required to collectively supply a minimum match of 30%. Jurisdictional responsibility for the local match portion of total Project costs will be 40% Glendale, 30% Maricopa County, 20% Peoria, and 10% El Mirage. Actual dollar amounts per year per jurisdiction are subject to the Parties governing body's Council/Board budget approvals. Minimum match shares for the Project and from each Party are due to the County 60 days before the funds are committed for any services to be rendered.
- b. Any Party may volunteer to provide more funding to the project than the minimum match requirements, and these funds can be used to accelerate portions of the Project of interest to the Party if approved by the Executive Committee.
- c. The County in coordination with MAG will maintain a financially balanced life cycle program to complete the Project. The program will be by year and will reference anticipated annual funding contributions by the contributing jurisdictions.
- d. It is recognized that based on current cost estimates and projected funding, the ultimate design concept for the Project is under funded in the remaining years of the regional half cent sales tax. All Parties will explore and support opportunities to ensure adequate funding to complete the Project in a timely manner.

e. The Project will be constructed in accordance with the Design Concept Report (DCR). Glendale will be responsible for completing the Design Concept Report and the Environmental Assessment.

## EXECUTIVE COMMITTEE

16. a. **Members.** A Northern Parkway Executive Committee (the "Executive Committee") shall be established consisting of four voting members and four nonvoting members ("Members"). Maricopa County, Glendale, Peoria and El Mirage will each have one vote. ADOT, MAG, Luke AFB, and FCDMC will have a seat on the Committee, but will be nonvoting Members.
- b. **Representatives.** Each member jurisdiction shall appoint one representative to act on its behalf on all matters considered by the Executive Committee. Each member jurisdiction shall appoint two or more alternate representatives to serve when the appointed representative is unable to attend.
- c. A Member jurisdiction may appoint a representative or alternate representatives that member jurisdiction may lawfully be appointed to act on its behalf. It is anticipated that the representatives and alternatives will be knowledgeable employees of the member jurisdictions. Each voting member jurisdiction will be bound by the lawful actions of its representative to the Executive Committee.
- d. **Quorum.** A quorum shall consist of the duly appointed representatives of three (3) of the voting members. The Executive Committee shall take no formal action unless a quorum is present.
- e. **Decision-Making.** The Parties agree that the actions of the Executive Committee in bringing the Project to fruition significantly and profoundly affect the interests of the entire Executive Committee. To fully realize the goals, objectives and community benefits of the Project, approval from each Member is required. The Parties intend to develop and deliver the Project under mutually agreeable and beneficial terms. Formal decisions shall be made by unanimous vote of those voting. If a member is unable to attend an Executive Meeting, at which will be considered an element that concerns that member's jurisdiction, with proper notification to the Chairman, unless special circumstances (e.g., emergency) make notification impractical, consideration of this element will be tabled until the next Executive Committee Meeting. In lieu of a regularly scheduled meeting, the Committee Chairman may schedule a special meeting to consider the deferred agenda item.
- f. **By-Laws, Policies and Procedures.** The voting Members of the Executive Committee shall adopt by-laws, policies, procedures, and protocols as deemed appropriate and as needed for issues that require a vote.
- g. **Subcommittees.** The Executive Committee may establish subcommittees as deemed necessary to provide technical information and guidance.

## BUDGET

17. ✓ a. **Life Cycle Program.** Each year the Executive Committee will adopt a Life Cycle Program to detail the total cost and funding needed to complete the Project.
- ✓ b. **Five-Year Program.** By September 30<sup>th</sup> of each year, the Executive Committee will adopt a Five-Year Program budget for the five-year period to commence with the beginning of the next fiscal year. The Five Year Program budget shall be consistent with the Life-Cycle Program.
- ✓ c. **Annual Budget.** By September 30<sup>th</sup> of each year the Executive Committee will adopt an annual budget for the next fiscal year. The Annual Budget shall be consistent with the Five Year Program and the Life-Cycle Program.
- ✓ d. The Executive Committee will provide the Life Cycle Program, the Five-Year Program and the Annual Budget to each member jurisdiction at the respective time of adoption to inform them of the projected amount of expenditures required of each member in the upcoming year, over the next five years and over the life of the Project. The long lead-time will facilitate incorporation of the Project funding needs into the budget of the Parties.
- e. **Expenditures.** The Executive Committee will:
- Adopt the annual budget, and
  - Approve budget adjustments during the course of the year

## REGIONAL REIMBURSEMENTS

18. a. The Project is 12.5 miles of principal arterial roadway with controlled or partially controlled access including grade-separated intersections at major cross streets. The Project is in the Regional Transportation Plan (RTP) adopted by the Maricopa Association of Governments (MAG).
- b. A twenty year Arterial Life Cycle Program (ALCP) has been created, which includes the Project and the other arterial projects designated in the RTP. The ALCP is accomplished by a set of Policies and Procedures to guide the program and projects in the life cycle program.
- c. To receive regional funding through the Arterial Life Cycle Program, Projects must meet the eligibility criteria established in the approved ALCP Policies and Procedures ("Policies"). Reimbursements will not be provided for the costs for any pre-existing, programmed or planned element or improvement that is not part of the specific improvement Project described or included in the RTP as of November 25, 2003 or later.
- d. Improvements eligible for regional funding are limited to those specified in Section 320(D) of Project Eligibility in the ALCP Policies and Procedures approved on December 13, 2006. Prior right-of-way acquisitions and/or work that are part of a designated ALCP

Project are eligible for reimbursement if:

1. the design, environmental and related planning studies and right-of-way acquisition was purchased/completed after November 1, 2002; or,
2. the construction and related activities was completed after November 25, 2003.

e. The cost of Project elements not eligible for reimbursement may be applied as a credit toward local matching contributions if certain conditions established in the Policies are met. These conditions include, but are not limited to, Project work included in the Parties' local jurisdiction or Lead Agency CIP or in the MAG TIP approved after the July 1, 2000.

✓ f. The total Regional funds budgeted for the Project are \$221,074,000 (in 2007 dollars) and are programmed in the ALCP as follows: \$45,873,000 in Phase I (FY 2008-2010); \$2008-2010); \$11,909,000 in Phase II (FY 2011-2015); \$80,895,000 in Phase III (FY 2016-2020); and \$82,397,000 in Phase IV (FY 2021-2026). These regional funds are to be used to reimburse the Parties undertaking RTP improvements and will be inflated by MAG to the date reimbursement is scheduled in the ALCP.

19. a. The Parties will cooperate in developing a MAG Project Agreement for the Project, pursuant to the RTP and the ALCP Policies and Procedures. The MAG Agreement may develop in phases. The MAG Project Agreement will establish the total amount of regional funds available for this Project and when those regional funds will become available to reimburse funding Parties in this Agreement, over the 20 year span of the RTP.

b. Under the terms of the RTP and the ALCP Policies and Procedures, reimbursements are limited to the amount specified in the RTP for the project or 70% of total eligible project expenditures, whichever is less.

✓ c. Based on the present (2007 dollars) MAG RTP budgeted amount of \$221,074,000 in regional funding, and considering the percentage cost shares of each of the Parties, the respective minimum local contributions are as follows:

	Glendale	County	Peoria	EI Mirage	Total
Projected Share (Percent)	40%	30%	20%	10%	100%
Projected Share (Dollars)	\$37,898,400	\$28,423,800	\$18,949,200	\$9,474,600	\$94,746,000

### COST SHARE RESPONSIBILITY

The table above illustrates the minimum match concept for funding the Project. In this

concept, 70% of the costs are regional and 30% are local. The local share will be provided as 40% Glendale, 30% County, 20% Peoria, and 10% El Mirage. Local contributions may be developer contributions or previous contributions in accord with MAG Arterial Life Cycle Policies and Procedures. Additional outside funding such as grants, ADOT funding, and MCFCD contributions will be applied to reduce overall costs and will not change percentage shares.

Any contributions or advancements above minimum match requirements are acceptable, but not required. Local contributions are due at the time of regional reimbursement. All funding contributions and advancements are subject to approval by the respective governing bodies.

### SUMMARY OF RESPONSIBILITIES

**20. The County agrees to:**

- a. Act as the lead agency for this project, as well as issue and manage design and construction contracts, including field engineering and inspection work, at the direction of the Executive Committee, after Glendale has completed the DCR and EA.
- b. Protect and purchase necessary right-of-way needed for the project within its jurisdictional boundaries.
- c. Purchase, and if necessary, condemn required properties within a Party's corporate limits for the purposes of this Project if a Party fails to protect and purchase necessary right-of-way for the Project. The County will be reimbursed as prescribed in the 5 Year Program adopted by the Executive Committee.
- d. Maintain and operate the Project within its jurisdictional boundaries, unless other agreements have been made by the partners of this agreement.
- e. Except as provided in Paragraph 17, contribute 30% of the local share of the Project cost, however, at no time, unless the Party so elects, shall the total cost share exceed that listed under Paragraph 19(c).
- f. Re-negotiate and amend the existing IGA if Project costs increase by 10% or more.
- g. Except as provided in Item h of this Paragraph, invoice the affected Parties for appropriate budgeted amounts of their minimum match shares, as prescribed in Paragraph 15, 90 days before the funds are to be committed for any services to be rendered. An alternate payment schedule may be arranged if determined necessary by the Executive Committee.
- h. Operate and maintain the ITS system along the corridor. The County will provide partnering cities with annual budget estimates for ITS operating and maintenance costs and invoice the cities for ITS operating and maintenance cost on an annual basis.

**21. The City of Glendale agrees to:**

- a. Act as the lead agency for the completion of the DCR and EA.
- b. Issue a "No Cost" permit to the County for any work being done within the City's incorporated boundaries relating to this Project.
- c. Authorize the County to purchase, and if necessary, condemn required properties within its corporate boundaries for the purposes of this Project, if the city fails to protect or purchase the necessary right-of-way for this Project.
- d. Reimburse the County for all reasonable and necessary costs associated with procuring the right-of-way within its corporate boundaries, as prescribed in the 5 Year Program adopted by the Executive Committee.
- e. Except as provided in Paragraph 17, contribute 40% of the local share of the Project cost, however, at no time, unless the Party so elects, shall the total cost share exceed that listed under Paragraph 19(c).
- f. Maintain and operate the Project, excluding the ITS system, within its jurisdictional boundaries unless other agreements have been made by the Parties to this agreement.
- g. Re-negotiate and amend the existing IGA if Project costs increase by 10% or more.
- h. Except as provided in Item i of this Paragraph, remit payment to the County for appropriate budgeted amounts of their minimum match shares, as prescribed in Paragraph 15, within 30 days of receiving a proper invoice. An alternate payment schedule may be arranged if determined necessary by the Executive Committee.
- i. Remit payment to the County for ITS operations expenses within 30 days of receiving a proper invoice.

**22. The City of Peoria agrees to:**

- a. Issue a "No Cost" permit to the County for any work being done within the City's incorporated boundaries relating to this Project.
- b. Authorize the County to purchase, and if necessary, condemn required properties within its corporate boundaries for the purposes of this Project, if it fails to protect or purchase the necessary right-of-way needed for this Project.
- c. Reimburse the County for all reasonable and necessary costs associated with procuring the right-of-way within their corporate boundaries, as prescribed in the 5 Year Program adopted by the Executive Committee.
- d. Except as provided in Paragraph 17, contribute 20% of the local share of the Project cost, however, at no time, unless the Party so elects, shall the total cost share exceed that listed under Paragraph 19(c).
- e. Maintain and operate the Project, excluding the ITS system, within its jurisdictional boundaries, unless other agreements have been made by the Parties to this agreement.
- f. Re-negotiate and amend the existing IGA if Project costs increase by 10%

- or more.
- g. Except as provided in Item h of this Paragraph, remit payment to the County for appropriate budgeted amounts of their minimum match shares, as prescribed in Paragraph 15, within 30 days of receiving a proper invoice. An alternate payment schedule may be arranged if determined necessary by the Executive Committee.
- h. Remit payment to the County for ITS operations expenses within 30 days of receiving a proper invoice.

**23. The City of El Mirage agrees to:**

- a. Issue a "No Cost" permit to the County for any work being done within the City's incorporated boundaries relating to this Project.
- b. Authorize the County to purchase, and if necessary, condemn required properties within its corporate boundaries for the purpose of this Project, if it fails to protect or purchase the necessary right-of-way needed for this Project.
- c. Reimburse the County for all reasonable and necessary costs associated with procuring the right-of-way within their corporate boundaries, as prescribed in the 5 Year Program adopted by the Executive Committee.
- d. Except as provided in Paragraph 17, contribute 10% of the local share of the Project cost, however, at no time, unless the Party so elects, shall the total cost share exceed that listed under Paragraph 19(c).
- e. Acknowledge that El Mirage will not have any cost incurred for maintenance and operations unless other agreements have been made by the partners of this agreement.
- f. Re-negotiate and amend the existing IGA if Project costs increase by 10% or more.
- g. Except as provided in Item h of this Paragraph, remit payment to the County for appropriate budgeted amounts of their minimum match shares, as prescribed in Paragraph 15, within 30 days of receiving a proper invoice. An alternate payment schedule may be arranged if determined necessary by the Executive Committee.
- h. Remit payment to the County for ITS operations expenses within 30 days of receiving a proper invoice.

**GENERAL TERMS AND CONDITIONS**

- 24. The Parties hereby agree that to the extent permitted by law, each Party will indemnify, save and hold the other Parties harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever, which 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. Each Party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of

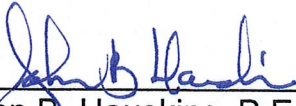
property arising out of or in any way connected with the performance or nonperformance of this Agreement, except to the extent that any loss, damage, expense, and/or liability is attributable to the negligent or willful acts and misconduct of that other Party. The damages, which are the subject of this indemnity shall include, but not be limited to the damages incurred by any Party, their departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include court costs, expenses for litigation and reasonable attorney's fees.

25. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952 and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written agreement by the Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
26. Pursuant to A.R.S. § 11-952, as amended, attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective Parties to enter into this Agreement.
27. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
28. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
29. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
30. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new Agreement.
31. This Agreement does not grant authority to control the Project, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
32. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Parties' governing bodies in such fiscal year.
33. This Agreement has been arrived at by negotiation of all the Parties and shall not be construed against any Party or against the Party who prepared the last draft.
34. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**MARICOPA COUNTY, a political subdivision  
of the State of Arizona**

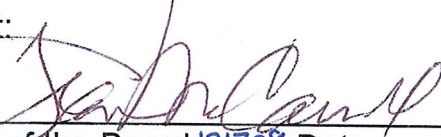
Recommended by:

 12-27-08  
John B. Hauskins, P.E. Date  
Transportation Director

Approved and Accepted:


By:   
Chairman, Board of Supervisors

Attest:

By:  DEC 26 2008  
Clerk of the Board <sup>121708</sup> Date

**APPROVAL OF COUNTY COUNSEL**

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa, the City of El Mirage, the City of Glendale, and the City of Peoria and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

 12-17-08  
Deputy County Counsel Date



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**CITY OF GLENDALE, an Arizona Municipal Corporation**

Recommended By:

Pam Kavanagh per 9/30/08  
Ed Beasley Date  
City Manager

Approved and Accepted by:

Elaine M. Scruggs 10/6/08  
Mayor Elaine M. Scruggs Date

Attest:

By: Pamela Hanna 10/08/08  
Pamela Hanna, City Clerk Date

**APPROVAL OF CITY COUNSEL**

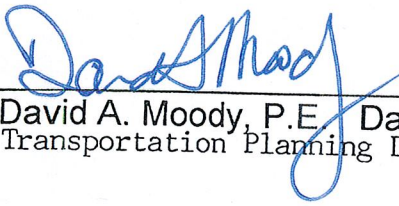
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[Signature]  
City Attorney Date

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF PEORIA, an Arizona Municipal Corporation

Recommended by:



David A. Moody, P.E. Date  
Transportation Planning Director

Approved and Accepted:

By:  8/30/08  
Bob Barrett, Mayor Date

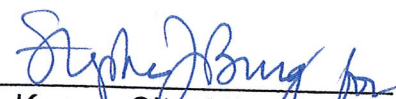
Attest:

By:  9-2-08  
Mary Jo Kief, City Clerk, Date



APPROVAL OF CITY COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa, the City of El Mirage, the City of Glendale, and the City of Peoria and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

  
Steve Kemp, City Attorney

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