

GLENDALE CONTRACT No. \_\_\_\_\_

PHOENIX CONTRACT No. \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX  
AND THE CITY OF GLENDALE FOR EMERGENCY BACKUP WATER SERVICE**

This Intergovernmental Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between the **City of Phoenix** (“**Phoenix**”), an Arizona municipal corporation, and the **City of Glendale** (“**Glendale**”), an Arizona municipal corporation. Phoenix and Glendale are sometimes referred to collectively as “**Parties**” and individually as a “**Party**.”

**RECITALS**

**A.** Arizona Revised Statutes (“A.R.S.”) § 11-952(A) provides that cities may enter into intergovernmental agreements for the provision of services, or for joint or cooperative action.

**B.** Phoenix and Glendale have entered into intergovernmental agreements for the treatment and transport of domestic water as between them and have constructed service connections between the respective water distribution systems in furtherance of those intergovernmental agreements.

**C.** Glendale desires that Phoenix agree to supply it with approximately 5 million gallons per day (MGD) of backup domestic water in the event of emergency conditions (“**Emergency Backup Water**”) at two points of connection between the respective water distribution systems and Phoenix is amenable to supplying Glendale with Emergency Backup Water pursuant to the terms of this Agreement.

**D.** On October 6, 2021, the Phoenix City Council approved Ordinance S-47980—as required by ARIZ. REV. STAT. § 11-952(F)—which authorizes Phoenix’s City Manager to enter into this Agreement. On \_\_\_\_\_, 2021, Glendale similarly acted to authorize execution of this Agreement by enacting [Ordinance/Resolution Type/Number].

**Now, therefore**, for good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

**1. RECITALS/CAPTIONS.** The Parties acknowledge that the recitals set forth above are true and correct, and are incorporated into this Agreement by reference. The captions in this Agreement are merely for reference, and not to construe or limit the text.

**2. AGREEMENT TERM.** This Agreement's initial term is **10 years** from the Effective Date. Upon mutual agreement and formal written amendment executed prior to expiration of the initial term, the Parties may renew this Agreement for one additional **10-year term**.

**2.1. Early Termination.** Either Party may terminate this Agreement upon providing two (2) years prior written notice of such termination to the other Party. Upon such written notice being provided, this Agreement will terminate two (2) years from the date of the delivery of the notice to the other Party. Unless terminated as set forth in this Agreement, this Agreement will remain in effect for the period of years set forth in Section 2.

**3. EMERGENCY BACKUP WATER SERVICE**

**3.1. Emergency Water Supply.** In the event of an emergency situation where Glendale lacks sufficient domestic water to meet the needs of its customers, Glendale may notify Phoenix to request an immediate or imminent temporary supply of Emergency Backup Water from Phoenix for a period up to 60 days, with written follow up sent within 3 business days. This request must include reasonable details regarding the emergency circumstances, duration, and water needs and be provided to Phoenix in accordance with Section 8.2. Phoenix will provide the requested Emergency Backup Water at the Point of Delivery, as defined in Section 4, so long as it determines—in its sole discretion—that this request will not adversely affect its own operations.

**3.2.** Phoenix's obligations to Glendale for the Emergency Backup Water will terminate at the Point of Delivery. Glendale understands and acknowledges that it will have sole responsibility for the distribution of the Emergency Backup Water it receives at the Point of Delivery. Glendale is responsible for all operation and maintenance costs to provide the Emergency Backup Water to its customers within Glendale's certificated service territory.

**3.3.** Glendale must follow all state and federal laws and regulations applicable to water quality and testing with respect to its distribution of the Emergency Backup Water. In order to comply with the Safe Drinking Water Act's requirements, Glendale is responsible for providing any additional treatment (including water disinfection) after the Point of Delivery at Glendale's own cost and expense.

**4. WATER DISTRIBUTION SYSTEM SERVICE CONNECTION.**

**4.1. Point of Delivery.** Phoenix will provide treated domestic water to Glendale as Emergency Backup Water at the following two points of connection—individually and collectively the "**Point of Delivery**"—between the Phoenix water distribution system and the Glendale water distribution system:

- **51<sup>st</sup> Avenue and Tonopah Road**

- **Pyramid Peak Parkway and Pinnacle Vista Road**

**4.2. Service Connection Construction.** Glendale is in the process of connecting its water distribution system to Phoenix’s water distribution system at the Point of Delivery located at: (1) 51<sup>st</sup> Avenue and Tonopah Road, as identified in the attached Exhibit A incorporated herein by reference, and (2) Pyramid Peak Parkway and Pinnacle Vista Road, as identified in the attached Exhibit B incorporated herein by reference. Glendale will install and operate metering and telemetry equipment—with flow meter output signals connected to Phoenix’s Supervisory Control and Data Acquisition (“SCADA”)—to measure the flow rate and volume of water delivered by Phoenix to Glendale at the Point of Delivery. As a condition of Phoenix providing water service to Glendale under this Agreement, Glendale agrees to operate and maintain its service connection facilities and equipment at all times in good working order and in accordance with applicable manufacturer and water engineering standards.

**4.2.1. Approval of Connection and SCADA Equipment.**

Before Glendale connects any of its water system infrastructure to Phoenix’s water system at the Point of Delivery, Glendale must submit for Phoenix’s review, inspection, and approval: (1) all plans and specifications for that connection to the Phoenix water system; and (2) all meters and SCADA equipment for use in conjunction with Phoenix’s delivery of water under this Agreement.

**4.2.2. Maximum Flow Rate.**

Glendale’s service connections must have all necessary valves and fittings to ensure that the maximum flow rate will not exceed **1,500 gallons per minute at the 51st Avenue and Tonopah Road Point of Delivery** and **2,100 gallons per minute at the Pyramid Peak Parkway and Pinnacle Vista Road Point of Delivery**. Glendale also must install and maintain backflow-prevention assemblies on all connections that Phoenix requires for its water system. Glendale must place such assemblies on Glendale’s property or within public right-of-way.

**4.2.3.**

If Glendale’s meters, gates, or valves installed under this Agreement later become undersized, inoperative, or inaccurate based on applicable water engineering standards, Glendale must replace them as Phoenix requires—at Glendale’s own cost and expense.

**4.3. Water Quality/Testing.**

Glendale must follow all state and federal laws and regulations applicable to water quality and testing with respect to its distribution of all water it receives from Phoenix under this Agreement. To comply with the Safe Drinking Water Act’s requirements, Glendale is responsible for providing any additional treatment (including water disinfection) after the Point of Delivery at Glendale’s own cost and expense. These requirements do not limit Phoenix’s obligations to meet all applicable state and federal drinking water standards at the Point of Delivery and to deliver water of the same general quality as water served to Phoenix’s own retail customers. No later than April 1 each year, Phoenix will provide Glendale with the information needed to prepare an annual consumer confidence report

under the requirements of 40 CFR § 141.152, as incorporated by reference in ARIZ. ADMIN. CODE R18-4-117, for that water delivered in the prior calendar year at the Point of Delivery.

**4.4. Additional Delivery Points.** The Parties may establish additional service connections between the respective water distribution systems to carry out the purposes of this Agreement if mutually agreed in writing. In that event, the term “Point of Delivery” will refer to all of the points of delivery collectively and utilized to carry out the purposes of this Agreement.

**4.5. Delivery Infrastructure.** Glendale is responsible for its own delivery infrastructure, including storage and pumping capacity for peaking and fire flows, after connecting its water system to Phoenix’s water system at the Point of Delivery. Phoenix will not supply Emergency Backup Water to Glendale under this Agreement unless and until Glendale provides Phoenix with written notice that Glendale has completed construction of any infrastructure required to accept Emergency Backup Water from Phoenix at the Point of Delivery.

**4.6. Adequate Alternative Water Source.** Glendale acknowledges that this Agreement is subject to termination prior to expiration of the term.

**5. EMERGENCY BACKUP WATER SERVICE PAYMENT.** In consideration of Phoenix providing Glendale Emergency Backup Water under this Agreement, Glendale agrees to pay Phoenix for the volume of water provided to Glendale at the Point of Delivery based on whether the source of that Emergency Backup Water is supplied by Phoenix or Glendale.

**5.1. Phoenix Water - Outside City Method.** Glendale agrees to pay Phoenix for Phoenix-sourced water at the rate equivalent to the prevailing water rate charged customers outside the City of Phoenix as stated in Section 37-64 of the Phoenix City Code and water environmental rate for residential users as stated in Section 37-133(a) of the Phoenix City Code.

**5.2. Glendale Water - Treat and Wheel Method.** In the alternative to receiving Phoenix Water, Glendale agrees to provide Phoenix physical water resources to be diverted to and treated at a designated Phoenix water treatment plant and delivered by Phoenix to Glendale at the Point of Delivery. Glendale agrees to pay Phoenix for Glendale Water supplied to it by Phoenix as Emergency Backup Water at Phoenix’ wholesale water rate.

**5.2.1.** Phoenix will base its wholesale water rate on the actual capital, operating and maintenance costs of diverting, treating, and transporting Glendale Water as determined by a cost-of-service study—unless the Parties agree to another rate-determination method in writing.

**5.2.2.** The initial rate of wholesale water cost is \$ [REDACTED] per

1,000 gallons and is effective through June 2022.

**5.2.3.** In the first full week of April 2022, Phoenix will calculate the wholesale water cost (as determined by a cost-of-service study or another agreed rate-determination method) and notify Glendale of the rate change. The new wholesale water rate will become effective on the first read date in July 2022 and be valid for two years. Phoenix will repeat this method to calculate the wholesale water rate every two years through the term of this Agreement.

**5.2.4.** Glendale is solely responsible for all conditions precedent to, costs for, and water credit accounting required in making Glendale Water available to Phoenix to provide to it under Section 5.2. In no event will any volume of Glendale Water made available for Phoenix to treat and transport to Glendale under this Agreement be debited against any Phoenix source water subcontract.

**5.3. Water Source Election.** Glendale will notify Phoenix within five (5) business days of receiving the requested Emergency Backup Water whether the source of the water provided by Phoenix was Glendale Water. Failure by Glendale to timely notify Phoenix that the water source was Glendale Water will result in Phoenix invoicing Glendale for the supplied Emergency Backup Water as Phoenix Water.

**6. MONTHLY INVOICE.** Using Glendale's water-meter readings, Phoenix will invoice Glendale for water services each month in which Phoenix provided it Emergency Backup Water. Glendale must pay its monthly bill within 45 calendar days of the invoice's date of print.

**6.1. Late Payment.** If Glendale does not timely pay its monthly bill, Phoenix will charge Glendale interest—as calculated from the prime rate plus 2 percent per annum—prorated and compounded daily until Glendale makes payment to Phoenix of the owed principal (plus interest) in full.

**6.2. Bill Dispute.** If Glendale disputes any portion of its bill, it must pay the disputed amount under protest when due—and include with its payment the protest's basis in writing. Phoenix will review the protest within 30 days of receipt, and if Phoenix finds the protest valid, then Phoenix will refund to Glendale the overpayment, plus interest—as calculated from the prime rate plus 2 percent per annum—prorated and compounded daily until Phoenix makes payment to Glendale of the refunded overpayment (plus interest) in full. In the event Phoenix does not agree with Glendale's dispute, the Parties will resolve the matter through the Dispute Resolution provisions in Section 15.

## **7. GLENDALE WATER DELIVERY.**

**7.1. Delivery Point.** If Phoenix meets all applicable state and federal drinking water standards at the Point of Delivery—delivering water of the same general

quality as water served to Phoenix’s own retail customers—then Phoenix’s obligations to Glendale for water services will terminate at the Point of Delivery, and Glendale understands and acknowledges that it will have sole responsibility for the distribution of water it receives at the Point of Delivery. Glendale is fully responsible for all operation and maintenance costs for delivering the water it receives from Phoenix at the Point of Delivery to its customers within Glendale’s certificated service territory.

**7.2. Calibration/Maintenance.** Glendale—at its own cost and expense—must perform calibration and maintenance of all instrumentation and telemetry equipment at the Point of Delivery.

**7.2.1.** Every 12 months, Glendale must conduct all necessary calibration and maintenance using an independent third-party contractor. Glendale must provide Phoenix at least one week’s prior notice of any such calibration and maintenance. Phoenix is entitled to have a Phoenix representative present at the calibration and maintenance. Glendale may conduct the calibration and maintenance in accordance with the notice even if Phoenix elects not to attend.

**7.2.2.** Any calibration discrepancies *under-reporting* the amount of water delivered to Glendale by more than 3 percent will be adjusted by Glendale restoring to Phoenix one-half of the discrepancy percentage for all water that Phoenix delivered from the date of the last calibration to the date of the discrepancy’s discovery.

**7.2.3.** Any calibration discrepancies *over-reporting* the amount of water delivered to Glendale by more than 3 percent will be adjusted by Phoenix delivering to Glendale—at no additional cost—one-half of the discrepancy percentage for all water reported delivered to Glendale from the date of the last calibration to the date of the discrepancy’s discovery.

**7.3. Output Signals.** Glendale is responsible for connecting delivery meter output signals to Phoenix’s Supervisory Control and Data Acquisition (“**SCADA**”) system at Glendale’s own cost and expense. This includes all equipment and labor necessary for connection. Glendale’s connections must comply with Phoenix’s standards to Phoenix’s satisfaction. Phoenix may use meter-output signals into its SCADA system to verify the volumes that Glendale reports monthly. Phoenix may also periodically read the meters to verify volumes that Glendale reports or to confirm SCADA system data.

## **8. SUBMISSIONS.**

**8.1. Calibration/Maintenance Documents.** Glendale must provide Phoenix with a copy of all calibration and maintenance contracts and any calibration and maintenance reports within 30 days of any calibration or maintenance. Glendale must send these contracts and reports to Phoenix by certified, postage-prepaid United States Mail (return receipt requested)—addressed as follows:

City of Phoenix  
Water Distribution Division  
24th Street Administration Building  
6202 North 24th Street  
Phoenix, Arizona 85016  
Attn: Superintendent  
Telephone: (602) 534-3911  
Fax: (602) 534-3985

**8.2. Emergency Backup Water Request.** In the event of an emergency situation where Glendale lacks sufficient Entitlement Water to meet the needs of its customers, Glendale may request in writing a temporary supply of Emergency Backup Water for a period up to 60 days. This request must include reasonable details regarding the emergency's circumstances, duration, and water needs. Within 3 business days following Glendale's initial notification to Phoenix of its immediate or imminent need for a temporary supply of water, Glendale must send the request for Emergency Backup Water to Phoenix by certified, postage-prepaid United States Mail (return receipt requested)—addressed as follows:

City of Phoenix  
Water Production Division  
24th Street Administration Building  
6202 North 24th Street  
Phoenix, Arizona 85016  
Attn: Superintendent  
Telephone: (602) 534-3911  
Fax: (602) 534-3985

**8.3. Daily Consumption.** Glendale must record water-meter readings each day to track consumption of Emergency Backup Water for billing purposes. Glendale must summarize these daily readings every month in a report, and send each report to Phoenix at the beginning of following month by certified, postage-prepaid United States Mail (return receipt requested)—addressed as follows:

City of Phoenix  
Financial Accounting and Reporting Division  
251 W. Washington Street, 9th Floor  
Phoenix, Arizona 85003  
Attn: Accountant III  
Telephone: (602) 495-5396  
Fax: (602) 495-5605

**9. SERVICE SUSPENSION.**

**9.1. Delinquent Bill.** Phoenix may suspend all services under this Agreement if Glendale fails to pay any delinquent bill within 60 days of receiving written

notice of the delinquency. Phoenix will suspend such services to Glendale so long as the delinquent bill (plus interest) remains unpaid. Phoenix reserves the right to pursue all legal and equitable remedies available by law to collect on delinquent amounts.

**9.2. Bad Meter.** If Glendale's meter fails or stops recording, it must prepare—for billing purposes—an estimate of its unmetered water use, and Glendale must repair or replace the meter within 90 days. Any failure by Glendale to repair or replace the meter within such 90-day period will be grounds for Phoenix to suspend all services under this Agreement until Glendale completes that repair or replacement work.

**9.3. Other Causes.** Phoenix may also suspend all services under this Agreement: (1) immediately in the event of any emergency applicable to Phoenix; (2) with 90 days' notice in the event of drought or water shortage; (3) with 90 days' notice for purposes of routine maintenance and repair; or (4) with 90 days' notice for any other non-emergency purposes if Phoenix—in its sole discretion—determines that the water demands of Phoenix's customers require suspension of those services to Glendale. Phoenix will restore performance of its services under this Agreement as soon as practicable.

## **10. PHOENIX PRIORITIES.**

**10.1. No Responsibility.** Phoenix's obligations to Glendale under this Agreement for Emergency Backup Water is subordinate to Phoenix's paramount duty to serve the water-service needs of its own customers. Glendale understands and acknowledges that it will have sole responsibility for providing water utility service to its customers within Glendale's certificated service territory, even if Phoenix suspends or otherwise discontinues its services. Phoenix will not provide any water directly to Glendale's customers.

**10.2. No Liability.** Phoenix will timely notify Glendale of any inability to fulfill Glendale's water requirements due to suspension of services under this Agreement. Phoenix is not liable to Glendale (or its customers) for any claim, demand, loss, or damage of any nature or character whatsoever due to—or arising out of—any failure, diminution, or interruption of services under this Agreement.

**10.3. Force Majeure.** Phoenix will not be responsible or liable (or otherwise deemed in breach) because of any delay in the performance of this Agreement's obligations to the extent caused by circumstances beyond Phoenix's control (i.e., without its fault or negligence) and those circumstances could not have been prevented by the exercise of due diligence, including but not limited to: fires; natural disasters; riots; wars; unavoidable/unexpected site conditions; Glendale's failure to provide necessary information or take necessary actions as required by this Agreement; or the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications, or approvals.

**11. WATER QUANTITY AND QUALITY DISCLAIMER.** In connection with any water provided by it to Glendale under this Agreement, Phoenix makes no representations, warranties, or guarantees to Glendale regarding: (1) the flow rates of the water; (2) the pressure of the delivered water; or (3) the quality of water transported to Glendale—except that the water will meet all applicable state and federal drinking water standards at the Point of Delivery (including without limitation any standards set under the 1974 Safe Drinking Water Act as amended) and it has the same general quality of water that Phoenix delivers to its own retail customers.

**12. AGREEMENT TERMINATION.** If Phoenix has suspended services under this Agreement for at least 60 consecutive days for Glendale's nonpayment of a delinquent bill—or if Glendale has not cured its breach of any other provision of this Agreement (i.e., any breach except Glendale's nonpayment of an amount due) for at least 60 consecutive days after receiving notice of that breach from Phoenix—then Phoenix may (in addition to its other remedies under this Agreement, by law, or in equity) terminate this Agreement upon 60 days' written notice to Glendale.

**13. VALVE-OFF OR SEVER.** Upon expiration or termination of this Agreement, Glendale—at its own cost and expense—will valve-off or sever all delivery connections to Phoenix's water system immediately, unless the Parties agree otherwise in writing.

**13.1. Approved Plans.** Glendale—at its sole cost and expense—must design and construct all required facilities needed to sever and disconnect Phoenix's water system from Glendale's water system. Glendale may not perform any work on Phoenix's water system—including severance and disconnection—until Phoenix approves Glendale's work plans and specifications, which must include a right for Phoenix to inspect and approve the work.

**13.2. Workmanlike Manner.** In addition to following approved plans and specifications, Glendale must perform all work on Phoenix's water system in a satisfactory and workmanlike manner.

**14. INDEMNITY.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are directly caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers in the performance of its obligations set forth in this Agreement.

**15. DISPUTE RESOLUTION.** Any dispute, controversy or claim (in each case "dispute") arising out of or relating to this Agreement or the subject matter of this Agreement, or the execution, validity, interpretation, implementation, breach or termination of this Agreement, that cannot be resolved by the Parties, shall be referred

to binding arbitration within 15 days after written notice by one party to the other party with whom the first party has a dispute that the first party desires to arbitrate the dispute. Arbitration shall be subject to the following provisions:

**15.1.** All notices in connection with the arbitration, including the notice of arbitration and the response thereto, shall be served in the same manner as provided for notices generally under this Agreement.

**15.2.** The Parties shall agree upon and appoint a single arbitrator. The arbitrator shall decide the issues in dispute and the arbitrator's decision shall be final and binding on the Parties. If the Parties fail to agree on a single arbitrator within 30 days after notice of arbitration is given, either Party may petition either the American Arbitration Association ("AAA") or a court having jurisdiction to appoint the arbitrator. The AAA or court selection of an arbitrator shall be final and binding upon the Parties.

**15.3.** The individual appointed as arbitrator, before accepting the position of arbitrator, shall set forth the basis for establishing his or her fees for the arbitration. Such basis shall be according to the reasonable rates for hourly fees charged by such individuals in the normal exercise of his or her profession, but may not exceed a reasonable hourly rate charged by attorneys of substantial experience in dispute resolution in metropolitan Phoenix, Arizona. The costs and fees of the arbitration proceeding shall be paid in equal shares by the Parties.

**15.4.** No later than 20 days after the appointment of the arbitrator, each Party shall present in writing to the arbitrator, with a copy to the other Party, such Party's statement of the facts and issues in dispute. The arbitration shall take place in metropolitan Phoenix, Arizona (unless otherwise agreed by the arbitrating parties and the arbitrator) at a time and place reasonably convenient for the Parties and the arbitrator. The arbitrator shall hold a hearing after such appointment, which hearing shall not be more than 60 days after the arbitrator's appointment, and notice of the hearing shall be given by the arbitrator to each Party at least 30 days prior to the hearing. The arbitrator may allow limited discovery. The arbitrator may extend the various deadlines herein by written notice to the Parties. Each Party shall present its evidence regarding the matters in dispute. The arbitrator shall accept such evidence, and make such other investigations, as justice requires, all as the arbitrator deems necessary or appropriate.

**15.5.** The arbitrator shall decide the issues submitted within 30 days after adjournment of the hearing. The arbitrator's decision in the arbitration shall be in writing and shall be signed by the arbitrator. If the Parties settle the dispute during the course of arbitration, the settlement shall be approved by the arbitrator on the request of either Party and shall become the award. The Parties consent to the concurrent jurisdiction of the United States District Court for the District of Arizona and the Superior Courts for the State of Arizona for the County of Maricopa for the confirmation or entry of judgment upon any award in arbitration. An award in arbitration or a judgment entered upon an award in arbitration may be enforced in any court of competent jurisdiction.

**16. PENDING RESOLUTION.** Pending the resolution of any dispute, the Parties will make payments and otherwise perform (to the extent legally permissible) in a manner consistent with this Agreement. Amounts paid—or water delivered—during the pendency of a dispute are subject to refund and adjustment upon final resolution of that dispute.

**17. NOTICES.** The Parties must prepare all notices, claims, requests, and demands in writing and serve them on the other party in person or by certified, postage-prepaid United States Mail (return receipt requested)—addressed as follows:

If to Phoenix:

City of Phoenix  
Water Services Department  
200 West Washington Street, 9th Floor  
Phoenix, Arizona 85003  
Attn: Water Services Director

If to Glendale:

City of Glendale  
Water Services Department  
7070 West Northern Avenue  
Glendale, Arizona 85303  
Attn: Water Services Director

**18. SUCCESSORS/ASSIGNS.** For this Agreement’s covenants, Phoenix and Glendale bind themselves and their partners, successors, assigns, and legal representatives to the other. Phoenix and Glendale may not assign, sublet, or transfer their interest in this Agreement without the other’s written consent.

**19. MODIFICATION.** No supplement, modification, or amendment of this Agreement’s terms are effective unless in writing and signed by Phoenix and Glendale.

**20. CONFLICT OF INTEREST.** The Parties may cancel this Agreement within three years under ARIZ. REV. STAT. § 38-511 (concerning officer/employee conflict-of-interest).

**21. NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement gives any rights or benefits to anyone but Phoenix and Glendale. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of Phoenix and Glendale—and no other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

**22. NON-SEVERABILITY.** If any provision or application of this Agreement is invalid, illegal, or unenforceable, then the Agreement’s remainder remains unaffected and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year last written below.

**City of Phoenix,  
an Arizona municipal corporation**

**City of Glendale,  
an Arizona municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED  
UNDER THE LAWS OF THE STATE OF ARIZONA TO THE RESPECTIVE CITIES.**

CRIS MEYER, CITY ATTORNEY

\_\_\_\_\_  
Assistant Chief Counsel

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SLW:2201981

**EXHIBIT A**

**51<sup>ST</sup> AVENUE AND TONOPAH ROAD - POINT OF DELIVERY**

# Map #1



**EXHIBIT B**

**PYRAMID PEAK PARKWAY AND PINNACLE VISTA ROAD - POINT OF DELIVERY**

# Map #2

