

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GLENDALE
MASTER AGREEMENT FOR ANNEXATION AND DEANNEXATION

(C-64-21- _____ -X-00)

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

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to A.R.S. Section 11-251 and Sections 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. Section 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. Section 9-240 and Sections 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. Rapid development is occurring in the unincorporated area of the County and within the City in the Loop 303 Area, bounded on the east by El Mirage Road, west by Perryville Road, south by Camelback Road and north by Peoria Avenue. To accommodate this growth, the Parties have identified roads that are anticipated to be annexed or deannexed by the City and roads that will remain in the County as listed in Exhibit A and shown in Exhibit B attached.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to authorize the County Transportation Director

and the City Manager, or their designees, to enter into a separate Letter of Agreement (**LOA**) to modify Exhibits A and B as needed in response to future development. A sample LOA is attached as Exhibit C.

TERMS OF THE AGREEMENT

6. Upon approval of this Master Agreement, as assigned and depicted in Exhibits A and B, the Parties shall assume all responsibility and liability for the design, permitting, construction, inspection, operation, maintenance (including reconstruction when required), and repair of all improvements within the dedicated right-of-way while the road segment remains under County jurisdiction until the annexation has been completed, or under City jurisdiction until the deannexation has been completed, as applicable to that road segment.

TERMS OF THE LOA

7. Each LOA will describe the road segment within the Loop 303 Area and the Party taking control of the road segment and be subject to the General Terms and Conditions set forth below.
8. Each LOA will provide that the Party taking control of the road segment after annexation or deannexation, shall assume all responsibility and liability for the design, permitting, construction, inspection, operation, maintenance, reconstruction and repair of all improvements within the dedicated right-of-way while the road segment remains under County jurisdiction until the annexation has been completed, or under City jurisdiction until the deannexation has been completed, as applicable to that road segment.

GENERAL TERMS AND CONDITIONS

9. To the extent permitted by law, each Party will indemnify, defend and save the other Party 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 negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party 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 such injury or damage as shall have been caused or contributed to by the negligence 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, its 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 costs, expenses of litigation and reasonable attorney's fees.

10. This Agreement shall become effective as of the date it is approved by the governing bodies of the Parties 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 all Parties.
11. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
12. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 12.1 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. Section 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.
 - 12.2 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.
 - 12.3 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 in order to facilitate such an inspection.
 - 12.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
13. 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 pursuant to 50 U.S.C. § 4842.
14. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
15. Each of the following shall constitute a material breach of this Agreement and an

event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party 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, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

16. 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

City of Glendale
Attn: City Manager
5850 West Glendale Avenue
Glendale, AZ 85301

City of Glendale
Attn: City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service

or courier.

17. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
18. 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. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
19. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
20. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings related to the Project between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties related to the Project, other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
21. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
22. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
23. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
24. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
25. Nothing contained in this Agreement shall create any partnership, joint venture or

other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

26. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
27. 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. Faxed, copied and scanned signatures are acceptable as original signatures.
28. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
29. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
30. 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.

CITY OF GLENDALE

Recommended by:

City Manager Date

Approved and Accepted by:

Jerry Weiers Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

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

City Attorney Date

Exhibit A

Roadways that will be annexed into Glendale include:

East/West

- Bethany Home Road from Cotton Lane to Sarival Avenue
 - Intersection of Bethany Home Road and Cotton Lane
 - Intersection of Bethany Home Road and Sarival Avenue (IGA C-64-21-004-X-00 July 2020)
- Glendale Avenue from Cotton Lane to Reems Road
 - Intersection of Glendale Avenue and Sarival Avenue (IGA C-64-21-004-X-00 July 2020)
 - Intersection of Glendale Avenue and Alsup Avenue
 - Intersection of Glendale Avenue and Reems Road
- Northern Avenue from Cotton Lane to Litchfield Road
 - Intersection of Northern Avenue and Sarival Avenue
 - Intersection of Northern Avenue and Alsup Avenue
 - Intersection of Northern Avenue and Reems Road
 - Intersection of Northern Avenue and Litchfield Road
- Northern Parkway from Sarival Avenue to ¼ mile west of Dysart Road (IGA C-91-11-206-M-00 May 2011)
 - Intersection of Sarival Avenue at Northern Parkway Interchange (IGA C-91-11-206-M-00 May 2011)
 - Intersection of Reems Road at Northern Parkway Interchange (IGA C-91-11-206-M-00 May 2011)
 - Intersection of Litchfield Road at Northern Parkway Interchange (IGA C-91-11-206-M-00 May 2011)

North/South

- Cotton Lane from Camelback Road to Bethany Home Road
- Sarival Avenue from Bethany Home Road to Peoria Avenue
- Reems Road from Glendale Avenue to Peoria Avenue

Roadways that will remain MCDOT include:

East/West

- Bethany Home Road from Perryville Road to Cotton Lane
 - Intersection of Bethany Home Road and Perryville Road
 - Intersection of Bethany Home Road and Citrus Road
- Bethany Home Road from Sarival Avenue to Alsup Avenue

Exhibit A (continued)

- Glendale Avenue from Perryville Road to Cotton Lane
 - Intersection of Glendale Avenue and Perryville Road
 - Intersection of Glendale Avenue and Citrus Road
 - Intersection of Glendale Road and Cotton Lane
- Northern Avenue from Perryville Road to Cotton Lane
 - Intersection of Northern Avenue and Perryville
 - Intersection Northern Avenue and Citrus Road
 - Intersection of Northern Avenue and Cotton Lane
- Northern Avenue from Litchfield Road to 135th Avenue
- Olive Avenue from Perryville Road to Dysart Road
 - Intersection of Olive Avenue and Perryville Road
 - Intersection of Olive Avenue and Citrus Road
 - Intersection of Olive Avenue and Cotton Lane
 - Intersection of Olive Avenue and Sarival Avenue (IGA C-64-21-004-X-00 July 2020)
 - Intersection of Olive Avenue and Reems Road (IGA C-64-21-004-X-00 July 2020)
 - Intersection of Olive Avenue and Litchfield Road

North/South

- Citrus Road from Camelback Road to Peoria Avenue
- Cotton lane from Bethany Home Road and Peoria Avenue
- Sarival Avenue from Camelback Road to Bethany Home Road
- Alsup Avenue from Bethany Home Road to Northern Avenue
- Litchfield Road from Northern Avenue to Peoria Avenue

Exhibit B

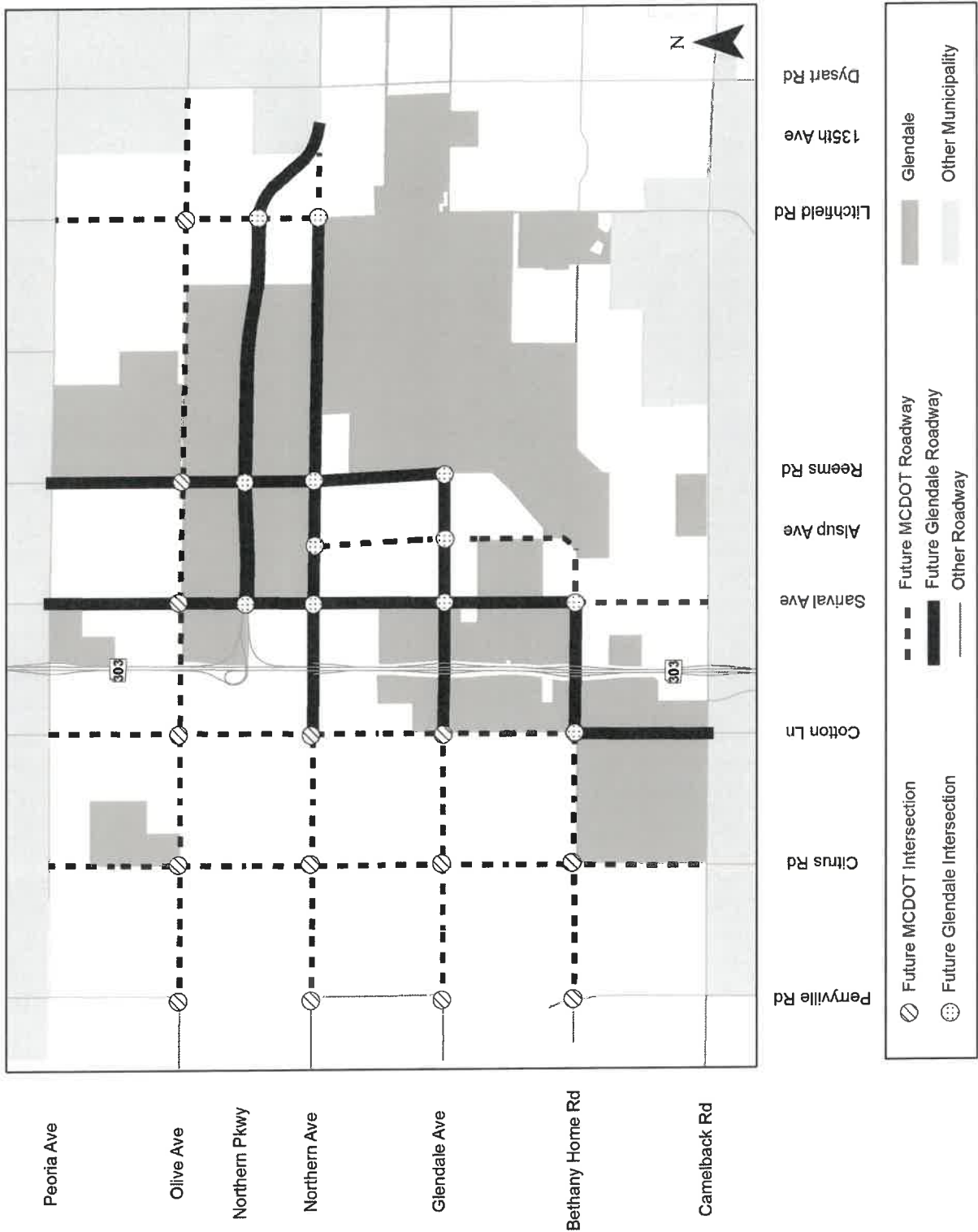


Exhibit C

Sample

LETTER OF AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GLENDALE FOR THE ANNEXATION AND DEANNEXATION OF RIGHT-OF-WAY

RIGHT-OF-WAY: *description of row to be annexed or deannexed*

The Intergovernmental Agreement between Maricopa County (**County**) and the City of Glendale (**City**), for the annexation and deannexation of right-of-way was approved by the Glendale City Council on XXXX, 2021, approved by the Maricopa County Board of Supervisors on XXXX, 2021, and recorded under Recorder No. XXXX (**Master Agreement**). The County and Glendale are collectively referred to in this agreement as the **Parties**.

Accordingly, the Parties enter into this Letter of Agreement (**LOA**) to modify Exhibits A and B of the Master Agreement for the annexation and deannexation of the right-of-way described above subject to the following:

As assigned in the attached revised Exhibits A & B, the Parties shall assume all responsibility and liability for the design, permitting, construction, inspection, operation, maintenance, and repair of all improvements within the dedicated right-of-way while the road segment remains under County jurisdiction until the annexation has been completed, or under City jurisdiction until the deannexation has been completed, as applicable to that road segment.

XXXX Date
Director
Maricopa County Department of Transportation

XXXX Date
City Manager
City of Glendale