

INTERGOVERNMENTAL AGREEMENT
between the
CITY OF GLENDALE
and the
ALHAMBRA SCHOOL DISTRICT NO 68

ALHAMBRA SCHOOL DISTRICT NO. 68, a political subdivision of the State of Arizona (“**District**”) owns, occupies or otherwise controls the property identified as Maricopa County Assessor Parcel No. 145-01-003L, which is located at 5810 N. 49th Avenue, Glendale, Arizona, 85301 (“**Property**”). The **City of Glendale** (the “**City**”), an Arizona municipal corporation, has requested access to certain portions of the property for a Geotechnical Investigations/Boring pursuant to State statute, its police powers and the City Code, including Chapter 30 – Streets and Sidewalks, to conduct associated construction activities related to the City’s Bethany Home Road Drainage Project.

WHEREAS, the parties desire to enter into an Intergovernmental Agreement for Consent and Voluntary Access;

WHEREAS, the District is hereby providing access to the City to the portions of the Property as described and depicted in the attached Exhibit A;

WHEREAS, the District is authorized to enter into intergovernmental agreements pursuant to the provisions of A.R.S. §§15-342(13);

WHEREAS, the City is further authorized to enter into this Agreement pursuant to the provisions contained in Article I of the City Charter.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contain, it is agreed as follows:

Specifically, District consents to employees and authorized representatives of the City, including any authorized contractors, entering and having continued access to the property identified above at any reasonable time necessary to conduct geotechnical investigations consistent with the City’s site and/or project plan. The City will comply with all applicable federal and state environmental laws and regulations in the performance of these activities. The City’s activities may include, but are not limited to, investigation for boring, in support of the Bethany Home Road Drainage Project. City agrees to exercise reasonable care to avoid any damage to the Property. City shall keep the Property free and clear of liens resulting from entry by City, its agents, servants, contractors or employees.

District understands that the City’s actions may involve, among other things, disturbance of vegetation and soil on the Property. District understands that, to the extent practicable, any disturbed land will be restored to substantially the same condition as existed prior to the City’s action. All repair, replacement, maintenance or renovation of the facilities shall be at City’s sole cost and expense and shall be performed in compliance with all applicable laws. City shall comply with all applicable Arizona Blue Stake laws in conducting its investigations.

City agrees to indemnify District and to hold District harmless for, from and against any claim, demand, loss, liability, cost or expense (including reasonable attorneys’ fees and court costs) incurred or

sustained by District for personal injury, bodily injury or property damage brought as a result of the exercise by the City of the rights granted pursuant to this Consent Agreement for Voluntary Access.

The rights herein granted shall not operate to prevent the use of District's property for purposes which do not unreasonably interfere with the uses herein permitted and District reserves the right to use the District's property for such purposes as buildings or other similar structures, landscaping, paved parking, sidewalks and/or driveways, provided these do not interfere with the rights of City granted herein.

This written permission is given by District voluntarily with knowledge of its right to refuse and without threats or promises of any kind. This Consent Agreement for Voluntary Access expires on June 30, 2022. To avoid disruption of the normal school day activities at Carol G. Peck Elementary School, Grantee shall inform the school administration when access is needed to the school site during the school day.

ALHAMBRA SCHOOL DISTRICT NO 68, ("Grantor")
a political subdivision of the State of Arizona

By: _____

Its: _____

THE CITY OF GLENDALE, ("Grantee")
an Arizona municipal corporation

Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

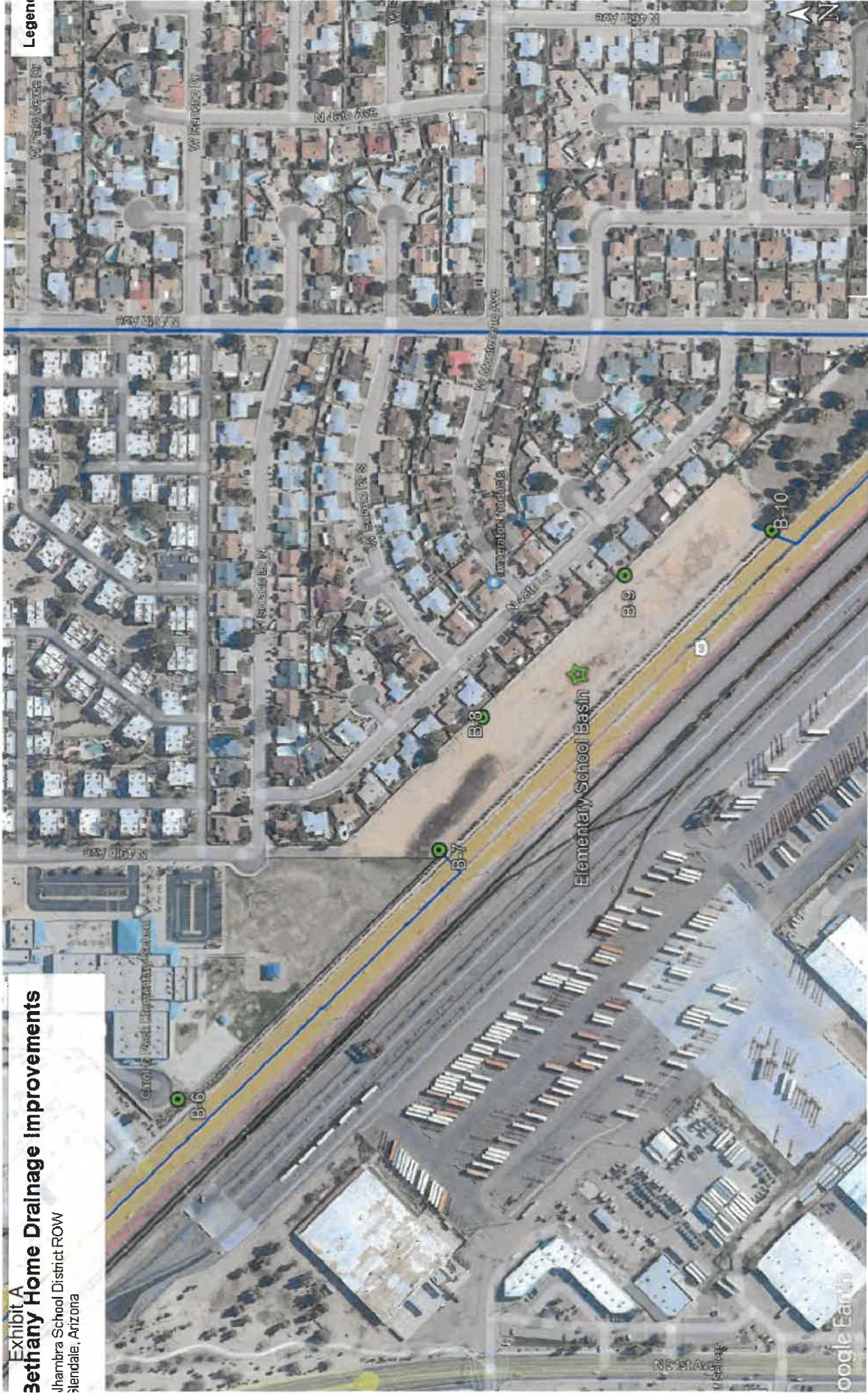
Exhibit A

Depiction/Description of Property

Exhibit A

Bethany Home Drainage Improvements

Ilhambra School District ROW
Glendale, Arizona



Legend

Google Earth