

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX
AND THE CITY OF GLENDALE RETROACTIVELY REINSTATING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE PARTIES
PERTAINING TO WATER SERVICE TO THE CAMELBACK RANCH AREA
WITHIN PHOENIX**

This Intergovernmental Agreement ("Reinstatement Agreement") is entered into as of _____, 2025 ("Reinstatement 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/cooperative actions.
- B. The Parties entered into Intergovernmental Agreement between the City of Phoenix and the City of Glendale Pertaining to Treated Water Service to the Camelback Ranch Area within Phoenix, Phoenix Agreement No. 123273/Glendale Agreement No. C-6366, on March 27, 2008 ("Original Agreement"). The Original Agreement is attached as Exhibit A to and made a part of this Reinstatement Agreement by this reference.
- C. The Original Agreement expired under its own terms on March 30, 2023.
- D. The Parties desire to reinstate the Original Agreement and recognize that this Reinstatement Agreement governs any transactions within the scope of the Original Agreement as though the reinstatement occurred upon the expiration of the Original Agreement.
- E. On February 5, 2025 the Phoenix City Council approved Ordinance S-51628, as required by ARIZ. REV. STAT. § 11-952(F), which authorizes Phoenix's City Manager to enter into this Reinstatement Agreement. Glendale is also authorized to execute o this Reinstatement Agreement.

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

AGREEMENT

1. **RECITALS/CAPTIONS.** The Parties acknowledge that 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. **REINSTATEMENT.** The Original Agreement is hereby reinstated in its entirety as of the Reinstatement Effective Date, except as specifically amended in this Reinstatement Agreement.
3. **RETROACTIVITY.** The Reinstatement Agreement is retroactively effective during the period of time from the expiration of the Original Agreement through the Reinstatement Effective Date of this Reinstatement Agreement. Any transactions during that period within the scope of the Original Agreement shall be governed by this Reinstatement Agreement as though the Original Agreement was timely renewed.
4. **NEW EXPIRATION DATE.** The term of this Reinstatement Agreement is 20 years from the Reinstatement Effective Date. Upon mutual agreement and formal written amendment, the Parties may extend this Agreement for one additional 10-year term provided the initial term has not yet expired.
5. **NO OTHER CHANGES.** All provisions of the Original Agreement not specifically amended by this Reinstatement Agreement remain in effect and unchanged.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year written above.

CITY OF PHOENIX, ARIZONA,
a municipal corporation

ATTEST:

JEFFREY BARTON, City Manager

By: _____

City Clerk, City of Phoenix

Troy Hayes
Director, Water Services Department

This agreement is in proper legal form and is within the powers and authorities granted under the laws of this state to those parties represented by the undersigned legal counsel.

JULIE M. KRIEGH, City Attorney

By: _____

Name: _____

Title: _____

City of Phoenix Intergovernmental Agreement (Reinstatement Agreement) for Treated Water Service to the Camelback Ranch Area

CITY OF GLENDALE, ARIZONA,
a municipal corporation

By: _____
Kevin R. Phelps
Interim City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

This agreement is in proper legal form and is within the powers and authorities granted under the laws of this state to those parties represented by the undersigned legal counsel.

Michael D. Bailey, City Attorney

By: _____
Michael D. Bailey
City Attorney