

GLENDALE CONTRACT NO. _____

PHOENIX CONTRACT NO. _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE FOR THUNDERBIRD PARK WATER CONNECTION

This Intergovernmental Agreement (“Agreement”) is entered into as of _____, 2026 (“**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.

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

C. Glendale desires that Phoenix provide water and sewer connections for Glendale’s Thunderbird Conservation Park (the “**Park**”) outside of Phoenix’s service area but within Glendale’s service area, and Phoenix is amenable to providing such connections pursuant to the terms of this Agreement.

D. On _____, 2026, the Phoenix City Council approved Ordinance S-xxxxx as required by ARIZ. REV. STAT. § 11-952(F), which authorizes Phoenix’s City Manager to enter into this Agreement. On _____, 2026, 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. 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 without cause upon providing two (2) years prior written notice of such termination to the other Party. This Agreement will terminate two (2) years from the date of the delivery of such notice to the other Party. Unless otherwise terminated for cause as provided in this Agreement (including but not limited to Sections 3.5 and 8), this Agreement will remain in effect for the period of years set forth in Section 2.

3. PARK WATER AND SEWER CONNECTIONS

3.1. Restroom Water and Sewer. Phoenix will provide two water connections for one 1.5-inch and one 2-inch meter at the Points of Delivery (outlet side of the meters) at the Park (the “**Park Connections**”). In addition, Phoenix will provide one 6-inch sewer tap at the Point of Discharge at the Park (the “**Park Discharge**”). The Park Connections and Park Discharge are depicted in **Exhibit A**. Glendale acknowledges and agrees that water from the Park Connections must be used only for landscape and domestic purposes (restroom, snack bar, janitorial) and not for fire protection. Glendale shall apply for (including payment of permit fees) and obtain permits from the Phoenix Water Services Department, and Phoenix will supply and install the meters and sewer tap, with Glendale completing the connection at the Points of Delivery and Point of Discharge. Glendale agrees that no additional connections are contemplated under this Agreement, and this Agreement sets forth the entire understanding of the Parties with respect to the Park Connections and Park Discharge. Phoenix’s obligations under this Agreement terminate at the Points of Delivery and at the Point of Discharge.

3.2. Legal Compliance. Glendale must follow all applicable state and federal laws and regulations applicable to water and sewer at the Park after the Points of Delivery and before the Point of Discharge, all at Glendale’s own cost and expense. Without limiting the foregoing, Glendale specifically acknowledges and agrees that it shall be responsible for any regulatory compliance required under the Arizona Groundwater Code and Management Plans adopted pursuant thereto with respect to water and sewer use at the Park.

3.3. Phoenix Water and Sewer - Outside City Payment Method. Glendale agrees to pay Phoenix for water metered at the Park Connections 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 (as amended from time to time), along with the water environmental rate for commercial users as stated in Section 37-133(a) of the Phoenix City Code (as amended from time to time). Glendale further agrees to pay Phoenix for the wastewater connection at the Park Discharge at the rate equivalent to the prevailing sewer rate charged public users outside the City of Phoenix as stated in Section 28-39 of the Phoenix City Code (as amended from time to time), along with the wastewater environmental rate for public users as stated in Section 28-92 of the Phoenix City Code (as amended from time to time). Glendale shall also make payment of an in-lieu fee for the Park Connections and Park Discharge equivalent to the

applicable impact fees under Phoenix City Code Chapter 29. The in-lieu payments shall be due and collected prior to issuance of the permits and installation of the meters.

3.4. Attribution of Sewer Flow. Acceptance by Phoenix of sewer flows from the Park pursuant to this Agreement will not result in Glendale acquiring any right of claim to capacity ownership in Phoenix's sewer system, nor will that volume of sewer flow be attributed to Glendale for any purpose in connection with the rights and obligations of the Parties under the Multi-City SROG Agreement No. 22699, as amended. Upon acceptance by Phoenix at the Point of Discharge, the entire volume of sewer flow commingles with and becomes a part of Phoenix's sewer system flow for all purposes. Notwithstanding the preceding, Glendale agrees and acknowledges that the sewer connection and Point of Discharge is made available subject to Glendale's consent to and compliance with the requirements of Phoenix City Code Chapter 28, Articles II and X, including but not limited to Section 28-8 (as amended from time to time).

3.5. Total Flow Limitation. Notwithstanding any other provision of this Agreement, Glendale agrees and acknowledges that total metered flow at the Park Connections must not exceed twelve (12) acre-feet on a rolling twelve (12) month basis (the "**Rolling Limit**"). In the event Glendale exceeds the Rolling Limit, Phoenix may, after providing ten (10) days advance written notice to Glendale, temporarily suspend deliveries under this Agreement until such time as the rolling balance falls below the Rolling Limit of twelve (12) acre feet, plus one additional billing month. In the event Glendale exceeds the Rolling Limit more than once in any two-year period, Phoenix may terminate this agreement in its entirety, subject to providing Glendale thirty (30) days written notice of such termination. All water quantities delivered in any billing cycle during which the Rolling Limit is exceeded shall be subject to an additional fifty percent (50%) surcharge.

4. Monthly Invoice. Phoenix will invoice Glendale for water each month. Glendale must pay its monthly bill within 30 calendar days of the invoice's date of print.

4.1. 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.

4.2. 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 11.

5. Suspension.

5.1. Delinquent Bill. Phoenix may suspend all flow at the Park Connections under this Agreement if Glendale fails to pay any delinquent bill within 30 days of receiving written notice of the delinquency. Phoenix will suspend flows 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.

5.2. Bad Meter. If the metering fails or stops recording, the Parties—for billing purposes— will estimate water use based on the applicable period during the prior year of deliveries (or such time period as is available).

5.3. Other Causes. Phoenix may also suspend flow under this Agreement: (1) immediately in the event of any emergency applicable to Phoenix; (2) with 30 days' notice in the event of drought or other water shortage, as determined by Phoenix in its sole and absolute discretion; (3) with 45 days' notice for purposes of routine maintenance and repair; or (4) with 60 days' notice for any other non-emergency purposes if Phoenix, in its sole and absolute discretion, determines that the water demands of Phoenix's customers require suspension of delivery to Glendale. Phoenix will make reasonable efforts to restore flow at the Park Connections under this Agreement (except in the event of drought or other water shortage) given the then existing circumstances and conditions and its obligations to City of Phoenix customers. Notwithstanding all of the preceding, Glendale agrees and acknowledges that Phoenix does not warrant or guarantee that flows at the Park Connections will be free from diminution, fluctuation or interruption.

6. Phoenix Priorities.

6.1. No Responsibility. Phoenix's obligations to Glendale under this Agreement are subordinate to Phoenix's paramount duty to serve its own customers.

6.2. No Liability. The Park Connections and Park Discharge are being provided by Phoenix to Glendale under this Agreement without special rights or remedies. Phoenix is not liable to Glendale for any claim, demand, loss, or damage of any nature or character whatsoever due to—or arising out of—any failure, diminution, fluctuation or interruption of flows under this Agreement.

7. Water Quantity and Quality Disclaimer. In connection with any water provided 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 water at the Park Connections; or (3) the quality of water, except that the water will meet applicable state and federal drinking water standards at the Points 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.

8. Agreement Termination. If Phoenix has suspended flow under this Agreement for at least 30 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 30 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 10 days' written notice to Glendale.

9. Valve-Off or Sever. Upon expiration or termination of this Agreement, Glendale, at its own cost and expense, will valve-off or sever the connections to Phoenix's water and wastewater systems in a good and workmanlike manner immediately, unless the Parties agree otherwise in writing.

10. 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.

11. 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:

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

12. 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.

13. 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

14. 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.

15. Modification. No supplement, modification, or amendment of this Agreement's terms are effective unless in writing and signed by Phoenix and Glendale.

16. Conflict of Interest. The Parties may cancel this Agreement within three years under ARIZ. REV. STAT. § 38-511 (concerning officer/employee conflict-of-interest).

17. 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.

18. 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.

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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.

Assistant Chief Counsel

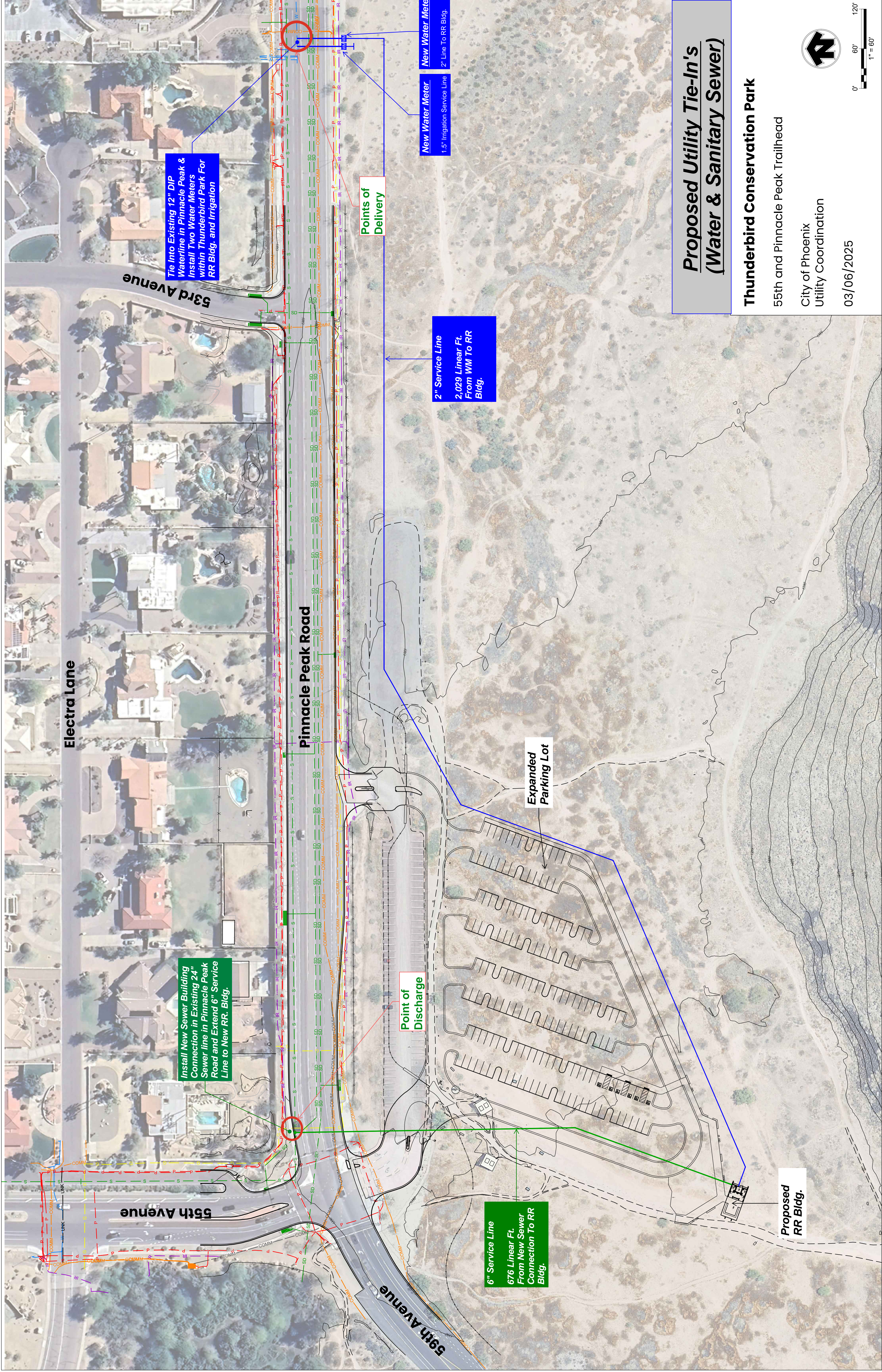
City Attorney

Date: _____

Date: _____

SLW:2201981

EXHIBIT A



Tie Into Existing 12" DIP Waterline in Pinnacle Peak & Install Two Water Meters within Thunderbird Park For RR Bldg. and Irrigation

Install New Sewer Building Connection in Existing 24" Sewer line in Pinnacle Peak Road and Extend 6" Service Line to New RR. Bldg.

Points of Delivery

**2" Service Line
2,029 Linear Ft.
From WM To RR
Bldg.**

**New Water Meter
1.5" Irrigation Service Line
2" Line To RR Bldg.**

Point of Discharge

**6" Service Line
676 Linear Ft.
From New Sewer
Connection To RR
Bldg.**

**Expanded
Parking Lot**

**Proposed
RR Bldg.**

**Proposed Utility Tie-In's
(Water & Sanitary Sewer)**

Thunderbird Conservation Park

55th and Pinnacle Peak Trailhead

City of Phoenix
Utility Coordination

03/06/2025

