

RESOLUTION NO. 2026-2540

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE TRAFFIC SIGNAL AT CAMELBACK ROAD AND COTTON LANE, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Camelback Road and Cotton Lane is an existing unsignalized intersection with stop control in all directions;

WHEREAS, the northwest and northeast quadrants of the intersection are owned and operated by the city of Glendale, and the southwest and southeast quadrants of the intersection are owned and operated by the city of Goodyear; and

WHEREAS, the Mayor and Council of the city of Goodyear find the adoption of the proposed Intergovernmental Agreement (IGA) between city of Glendale and the city of Goodyear providing for the construction, operation and maintenance of the intersection at Camelback Road and Cotton Lane is in the best interests of city of Goodyear and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the city of Goodyear hereby approve and authorize the Mayor, or their designee, to execute an IGA between the city of Glendale and the city of Goodyear providing for the construction, operation, and maintenance of the traffic signal at the intersection at Camelback Road and Cotton Lane in the form attached hereto as Exhibit A.

SECTION 2. The Mayor and Council of the city of Goodyear further direct and authorize the City Engineer or his/her designee to take all actions necessary to carry out the terms of the IGA approved herein.

SECTION 3. Resolution No. 2026-2540 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 5th day of October 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF GOODYEAR AND CITY OF GLENDALE REGARDING CONSTRUCTION AND OPERATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT W. CAMELBACK ROAD AND N. COTTON LANE

This Intergovernmental Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2026 pursuant to the Arizona Revised Statutes §§ 9-240, and 9-276, and 11-952, as amended, between the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (“**Glendale**”) and the CITY OF GOODYEAR, an Arizona municipal corporation, acting by and through its MAYOR and CITY COUNCIL (“**Goodyear**”). Glendale and Goodyear may individually be referred to as “**Party**” or “**Agency**,” or collectively referred to as “**Parties**” or “**Agencies**.”

STATUTORY AUTHORIZATION

1. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
2. Cities are authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

3. The intersection at W. Camelback Road and N. Cotton Lane is an existing unsignalized intersection.
4. The northwest and northeast quadrants of the intersection are located within Glendale and the southwest and southeast legs of the intersection are located within Goodyear.
5. Goodyear is undertaking a capital improvement project to improve the intersection at W. Camelback Road and N. Cotton Lane (the “**Project**”).
6. Subject to the terms and conditions set forth in this Agreement, Goodyear will improve the full intersection at Camelback Road and Cotton Lane, including the installation of traffic signal improvements on the northwest and northeast corners of the intersection that are located within the boundaries of the Glendale, in

substantial conformance with the plans attached hereto as Exhibit "A" (the "Project Improvements").

7. In exchange for Goodyear designing and constructing Project Improvements within the boundaries of the City of Glendale and for assuming ownership and responsibility for the operation and maintenance of the Project Improvements located within the City of Glendale following the completion of the Project Improvements, Glendale has agreed to contribute 50% of the incurred cost of the project. The cost will go towards funding the design and construction of the Project Improvements, which includes the relocation of any existing utilities if needed.
8. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed or interpreted in a manner which would undermine, divide, dissolve, breach, or re-arrange the City of Glendale annexation boundaries.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to provide terms for the funding, design, construction, ownership, operation, and maintenance of the Project Improvements at the intersection of W. Camelback Road and N. Cotton Lane.

TERMS OF THE AGREEMENT

10. **Responsibilities of Goodyear:**
 - 10.1 Goodyear shall act as the lead agency with respect to the design and construction of the Project Improvements within the intersection of W. Camelback Road and N. Cotton Lane, which will include relocation of existing utilities, if required, and which will be designed in conformance with Goodyear's Engineering Design Standards and Policies.
 - 10.2 Goodyear shall fund, design and construct the Project Improvements within the intersection of W. Camelback Road and N. Cotton Lane, which includes any required utility relocations.
 - 10.3 Goodyear shall acquire, at its sole cost and expense, any Right-of-way located within the boundaries of the City of Goodyear needed for the Project, if applicable.
 - 10.4 Provide Glendale with copies of design plans for review and comment.
 - 10.5 Require contractors and subcontractor to apply for and obtain permits for construction and traffic control from Glendale for any Project-related work that lies within Glendale jurisdiction, which shall be issued at no cost as set

forth in Section 11.4 below.

- 10.6 Following the completion of the Project Improvements, Goodyear shall accept ownership of the Project Improvements that Glendale is to convey to Goodyear, as set forth below in Section 11 and the subsections therein, notwithstanding the fact that the improvements are located within the boundaries of the City of Glendale.
- 10.7 Following Goodyear's acceptance of the Project Improvements as set forth in Section 10.6 above, Goodyear shall be responsible for the operation of the signal, all utility costs for the operation of the traffic signal improvements, inspection, maintenance, repair, replacement, and removal of the Project Improvements if required.
- 10.8 Goodyear shall be responsible for the operation, maintenance and repair of the Project Improvements (poles, mast arms signal equipment, detection, lighting, signal heads, signing, intersection striping, etc.) located within the City of Glendale following Goodyear's acceptance of such improvements as described in Section 10.6.
- 10.9 Shall invoice Glendale once all projects costs are finalized and a letter of final acceptance has been issued.

11. Responsibilities of Glendale:

- 11.1 Assign a representative to review and provide comments to Goodyear within ten (10) working days of receipt of the design plans and waive any associated plan review and permit fees.
- 11.2 Provide a letter to Goodyear concurring with the proposed design prior to the commencement of the Project construction phase.
- 11.3 Glendale shall issue, at no cost, all permits for the work required for the construction, of the Project Improvements within the intersection of W. Camelback Road and N. Cotton Lane located within the boundaries of the City of Glendale.
- 11.4 Glendale shall reimburse Goodyear 50% of the cost (design and construction) of the Project Improvements within the intersection of Camelback Road and Cotton Lane, which includes the utility relocation costs when such relocations are required to accommodate the installation or placement of traffic signal poles associated with the Project Improvements at the northeast and northwest quadrants. If utility relocations are required as a direct result of the final location of traffic signal poles, Glendale shall participate in and contribute to such utility relocation costs consistent with the cost-sharing provisions of this Agreement.

Glendale shall remit the payment(s) required herein to Goodyear within sixty (60) days of the date Glendale receives an invoice from Goodyear for work completed on the design and construction of the Project Improvements.

- 11.5 Following the completion of the Project Improvements and following Glendale's satisfaction of its payment obligations under this Agreement, Glendale shall convey, in a form provided by Goodyear, ownership of all Project Improvements located within the boundaries of the City of Glendale.
- 11.6 Until this Agreement is terminated, Glendale agrees to the following to allow Goodyear to carry out its responsibilities for operating, maintain, repairing, replacing, and removing Project Improvements located within the City of Glendale:
 - i. Glendale hereby grants Goodyear a Blanket Permit for routine/minor maintenance and emergency response work provided by Goodyear within Glendale's rights-of-way, which permit shall be effective on the date Goodyear accepts ownership of the Project Improvements located within the boundaries of Glendale. Routine/minor maintenance means work necessary to maintain the traffic signal and related equipment such as replacing signal modules & luminaires, replacing or straightening signal heads, adjusting/installing vehicle detection including cable and brackets, replacing fuses for the luminaires and internally illuminated street name signs, replacing or repairing emergency vehicle preemption devices and emergency response work is work required because of vehicle crashes or severe weather impacting the Project Improvements located within the boundaries of the City of Glendale.
 - ii. Glendale shall grant, at no cost to Goodyear or its contractors, all permits required to undertake any work on the Project Improvements located within the boundaries of the City of Glendale other than routine/minor maintenance and emergency maintenance work. This includes by way of example, but not limitation, traffic control permits and construction permits.

GENERAL TERMS AND CONDITIONS

12. To the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' 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.

13. This Agreement shall become effective as of the date it is approved by the governing bodies of the Parties.
14. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
15. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 15.1 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.
 - 15.2 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.
 - 15.3 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.
 - 15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
16. 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.

17. 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.
18. The following constitutes 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.
19. This Agreement shall remain in effect until terminated. If the Agreement is terminated based on the Default of Glendale, Glendale shall be responsible for operating, maintaining, repairing, replacing and removing the Project Improvements located within the boundaries of the City of Glendale and Goodyear shall have no further obligation to operate, maintain, repair, replace or remove such Project Improvements and ownership of the Project Improvements located within the boundaries of the City of Glendale shall vest in Glendale with no further action required.
20. All notices required under this agreement to be given in writing shall be sent to the following individuals at the addresses below or to or to any other addresses a Party may designate in writing and deliver in a like manner:

To: City of Goodyear

City of Goodyear
Attn: City Engineer
14455 W. Van Buren St., Suite #D-101
Goodyear, Arizona 85338

With required copy to:

City of Goodyear
Attn: City Manager
1900 Civic Square
Goodyear, Arizona 85395

City of Goodyear
Attn: City Attorney
1900 Civic square
Goodyear, Arizona 85395

To: City of Glendale

City of Glendale
c/o Purab Adabala
Director of Transportation
6210 West Myrtle Avenue, Suite 112
Glendale, Arizona 85301

With required copy to:
City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 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.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
22. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
23. This Agreement does not grant authority to control the subject roadway, except as expressly stated in this Agreement.
24. 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.

25. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement related to the design, construction, ownership, operation, inspection, maintenance, repair, replacement and removal of the Project Improvements located within the boundaries of the City of Glendale, 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.
26.
 - i. The installation and permanent placement of traffic control devices under this Agreement shall not be grounds for the destruction, deterioration, or suspension, in whole or in part, of the City of Glendale's strip-annexation boundary along Camelback Road.
 - ii. The Parties intend that this Agreement will permit the safe and efficient movement and control of traffic through appropriate traffic control devices in the area of Camelback Road and Cotton Lane.
27. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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.
35. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
36. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

CITY OF GLENDALE

Patrick S. Banger
City Manager

Date

Julie K. Bower, City Clerk Date

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.

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