

RESOLUTION NO. 2020-2053

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF GLENDALE FOR THE OPERATION AND MAINTENANCE OF CAMELBACK ROAD FROM PERRYVILLE ROAD TO CITRUS ROAD; AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE TRAFFIC SIGNAL AT CAMELBACK ROAD AND PERRYVILLE ROAD; PROVIDING DIRECTION AND TERMS FOR REVOCATION OF THE APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF GLENDALE FOR THE OPERATION AND MAINTENANCE OF CAMELBACK ROAD FROM PERRYVILLE ROAD TO CITRUS ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the section of the existing Camelback Road right-of-way between Perryville Road and Citrus Road (the "Existing Camelback Road Right-of-Way") is located within the jurisdiction of three separate political subdivisions: Maricopa County ("County"), the City of Goodyear ("Goodyear") and the City of Glendale ("Glendale"); and

WHEREAS, Glendale acquired its rights to its section of the Existing Camelback Road Right-of-Way pursuant to a strip annexation and its right-of-way is between Goodyear's and the County's Camelback right-of-way; and

WHEREAS, Goodyear's section of the Existing Camelback Road Right-of-Way is located on both the south and north sides of the centerline; and

WHEREAS, there are existing improvements within the Existing Camelback Road Right-of-Way consisting of two lanes, one on the north side of the center line and the other on the south side of the center line and shoulders on each side of the lane, which are in poor shape and are costly to maintain; and

WHEREAS, the existing improvements are located within the City of Goodyear's right-of-way and the City is responsible for the operation and maintenance of the existing improvements; and

WHEREAS, the property on the south side of the Camelback Road alignment between Perryville Road and Citrus Road is being developed by Meritage Homes under the name of Sedella, and Meritage Homes is currently improving the south half of Camelback Road between Perryville Road and Citrus in connection with the development of Sedella; and

WHEREAS, the property on the north side of the Camelback Road alignment between just east of Perryville Road and 181st Avenue, which is located within the County, is being developed as a residential development to be known as Azure Canyon, and the County is requiring the property owner to construct the full half-street improvements on the north side of Camelback Road between Perryville Road and 181st Avenue, including bringing the existing lane north of the centerline that is within Goodyear's right-of-way up to current standards; and

WHEREAS, when the full-street improvements for the section of Camelback Road between Perryville and 181st Avenue are completed, the improvements will be located in three (3) different jurisdictions, City of Goodyear, City of Glendale and Maricopa County, making the operation and maintenance of the street incredibly cumbersome and complicated; and

WHEREAS, having one jurisdiction responsible for the operation and maintenance of the section of Camelback Road between Perryville Road and 181st Avenue is much more efficient than responsibility shared between multiple jurisdictions, and having Goodyear be that responsible entity is the most logical choice because the City of Goodyear already controls right-of-way on both sides of the centerline of Camelback Road and is already responsible for maintaining that right-of-way; and

WHEREAS, the proposed Intergovernmental Agreement with Maricopa County and the City of Glendale for the Operation and Maintenance of Camelback Road from Perryville Road to Citrus Road, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, would result in Goodyear being responsible for the operation and maintenance of the section of Camelback Road between Perryville Road and 181st Avenue upon completion of the half-street improvements north of the centerline of Camelback Road that are to be constructed by the developer of Azure Canyon; and

WHEREAS, two legs of the intersection at Perryville Road and Camelback Road are within the County and two legs are within Goodyear; and

WHEREAS, it is anticipated that the traffic signal will be warranted because of an increase in traffic that is expected to result from the new developments that are being constructed in the area and because the Maricopa County Department of Transportation (MCDOT) recently completed the construction of a bridge on Camelback Road over the Beardsley Canal (half-mile west of Perryville Road), which will result in a significant increase in traffic on Camelback Road at Perryville Road as soon as traffic volumes return to normal levels following the COVID-19 pandemic; and

WHEREAS, staff is concerned about assuming responsibility for the section of Camelback Road between Perryville Road and 181st Avenue without having a commitment from the County to fund half the cost of the traffic signal at this intersection and has based its support for the intergovernmental agreement pursuant to which Goodyear will be responsible for this section of Camelback Road on the County agreeing to fund half the cost of the traffic signal at the intersection of Camelback Road and Perryville; and

WHEREAS, the proposed Intergovernmental Agreement IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, provides for the County to pay for one-half the cost of the traffic signal at the intersection of Camelback Road and Perryville after which the City will be responsible for the ongoing maintenance and operation of the signal; and

WHEREAS, the Mayor and Council of the City of Goodyear find that the proposed Intergovernmental Agreement with Maricopa County and the City of Glendale for the Operation and Maintenance of Camelback Road from Perryville Road to Citrus Road and the proposed Intergovernmental Agreement IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road are in the best interests of the City 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 conditionally approve the IGA with Maricopa County and the City of Glendale for the Operation and Maintenance of Camelback Road from Perryville Road to Citrus Road in the form attached hereto as Exhibit A and incorporated by reference as if fully set forth herein. The approval granted herein is conditioned upon the Maricopa County Board of Supervisors approving and authorizing the execution of the IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road and the conditional approval shall be revoked if the Maricopa County Board of Supervisors does not approve and authorize the execution of the IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road by September 30, 2020.

SECTION 2. The Mayor and Council of the City of Goodyear hereby approve the IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road in the form attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

SECTION 3. The Mayor and Council of the City of Goodyear hereby authorize and direct the City Manager or her designee to execute the IGA with Maricopa County and the City of Glendale for the Operation and Maintenance of Camelback Road from Perryville Road to Citrus Road in the form attached hereto as Exhibit A, provided the Maricopa County Board of Supervisors approves and authorizes the execution of the IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road in the form attached hereto as Exhibit B on or before September 30, 2020.

SECTION 4. The approval and direction to execute the IGA with Maricopa County and the City of Glendale for the Operation and Maintenance of Camelback Road from Perryville Road to Citrus Road shall be revoked and the IGA shall not be executed if the Maricopa County Board of Supervisors does not approve and authorize the execution of the IGA between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road on or before September 30, 2020.

SECTION 5. The Mayor and Council of the City of Goodyear hereby authorize and direct the City Manager or her designee to execute the IGA between Maricopa County and

the City of Goodyear for Installation of Traffic Signal at Camelback Road and Perryville Road in the form attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

SECTION 6. This Resolution shall become effective upon the date it is passed and adopted by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2020-2053 is a true, correct and accurate copy of Resolution No. 2020-2053, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20____.

seal

City Clerk

Exhibit “A”

Intergovernmental Agreement between

Maricopa County, City of Goodyear
and the City of Glendale

For Providing for the Operation and Maintenance of
Camelback Road from Perryville Road to Citrus Road

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY,
CITY OF GOODYEAR AND CITY OF GLENDALE
FOR PROVIDING FOR THE OPERATION AND MAINTENANCE OF CAMELBACK ROAD
FROM PERRYVILLE ROAD TO CITRUS ROAD

(C-64-19- ____ -M-00)

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

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Sections 11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 authorizes Goodyear and Glendale to lay out and improve new streets, avenues and alleys.

BACKGROUND

4. Camelback Road from Perryville Road to Citrus Road (**Camelback Road**) is a two-lane arterial roadway within the city limits of Goodyear, bounded on the north, by a Glendale ten-foot (10') Strip Annexation and a twelve-foot (12') strip of County right-of-way.
5. Azure Canyon is a residential development proceeding in the County on the north side of Camelback Road which will be responsible for full half-street improvements to Camelback Road from 181st Avenue to Perryville Road. (**Project Improvements**). The full half-street improvements will be those required in the City of Goodyear Engineering Design Standards and Guidelines for a Major Arterial Street and will be constructed within existing City of Goodyear 23' of right-of-way, the Glendale 10' Strip Annexation (See Exhibit A), the existing 12' strip of County right-of-way and the additional twenty-foot (20') of right-of-way the developer of the residential development will be required to dedicate to the County. (**Project Area**).
6. 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

7. The purpose of this Agreement is to provide for the design and construction of the north half-street improvements to Camelback Road from N. Perryville Road to the 181st Avenue alignment, including traffic signals, and for the future ownership, operation and maintenance by Goodyear of such improvements to Camelback Road.

TERMS OF THE AGREEMENT

8. County:

- 8.1 County will require the developers of Azure Canyon to dedicate to the County on the subdivision plat an additional 20' of right-of-way resulting in a total of 65' of right-of-way north of the center line of Camelback Road.
- 8.2 County shall require the Project Improvements to be built to Goodyear standards, including the requirement for a two-year warranty. County will not review any plans for such work, shall not be liable for the design, construction, operation and maintenance deficiencies of such work, and shall not require permits for such work. Until the right-of-way that is to be conveyed to the City under the terms of this Agreement has been finalized, County shall issue no cost permits to Goodyear for Project Improvements within the County right-of-way.
- 8.3 County shall require the relocation of the existing drainage and tailwater ditch/channel or the installation of other drainage infrastructure to replace the existing drainage and tailwater ditch/channel (**Drainage Improvements**) so that the Drainage Improvements are outside of the right-of-way that is to be conveyed to the City pursuant to this Agreement.
- 8.4 Upon completion and acceptance by Goodyear of all Project Improvements, the County shall convey to Goodyear in fee simple title all of the right-of-way, including the Project Improvements constructed thereon, dedicated to it on the plat along with the County's existing 12' strip of right-of-way resulting in 32' of fee simple right-of-way north of the center line of Camelback Road being conveyed to the City.
- 8.5 Subject to the terms of this Agreement, County grants authority and power to Goodyear, and Goodyear alone, to operate and maintain Camelback Road between N. Perryville Road and 181st Avenue as improved by the Project Improvements as if Goodyear had annexed the full width of Camelback Road, including permitting of Project Improvements.
- 8.6 Following conveyance of the right-of-way set forth in paragraph 8.4, County agrees that all future work within the right-of-way, including but not limited to, the installation of water and sewer infrastructure, will be permitted by Goodyear and built to Goodyear standards, and that County will not review any plans for such work, shall not be liable for the design, construction, operation and maintenance deficiencies of such work, and shall not require permits for such work.
- 8.7 Following conveyance of the right-of-way that is to be conveyed to the Goodyear pursuant to the terms of this Agreement, County shall not be liable for the operation and/or

maintenance of the Project Improvements.

- 8.8 County shall, when warranted, pay 100% of the cost of a traffic signal at the intersection of Camelback Road and 181st Avenue.

9. **Glendale:**

- 9.1 The City of Glendale has an interest in the 10' Strip Annexation consistent with those documents recorded in the official records of the Maricopa County Recorder, including, but not necessarily limited to, instrument 92-517797 and 024PLAT401, which Glendale succeeded to following its annexation of the Strip Annexation (the "Strip Annexation Easement"). Upon completion and acceptance by Goodyear of all Project Improvements, Glendale shall convey to Goodyear such Project Improvements constructed within the Strip Annexation Easement. Upon the conveyance of the Project Improvements to Goodyear, Glendale agrees that its rights in the Strip Annexation Easement to operate and maintain the Project Improvements are subordinate to Goodyear's rights to operate and maintain the Project Improvements. No provision of this Agreement, or the conveyance required under this Section 9.1, will be construed or interpreted by Goodyear or the County in a manner which would undermine, divide, dissolve, breach, or re-arrange the current City of Glendale jurisdictional, annexation, or planning boundaries.
- 9.2 Subject to the terms of this Agreement, Glendale grants authority and power to Goodyear, and Goodyear alone, to operate and maintain the portion of Camelback Road, between N. Perryville Road and 181st Avenue, that is within the Strip Annexation Easement as improved by the Project Improvements as if Goodyear had annexed the full width of Camelback Road, including permitting of Project Improvements.
- 9.3 Glendale shall require the Project Improvements to be built to Goodyear standards, including the requirement for a two-year warranty. Glendale will not review any plans for such work, shall not be liable for the design, construction, operation and maintenance deficiencies of such work, and shall not require permits for such work. Until the Project Improvements conveyed to the City under the terms of this Agreement have been finalized, Glendale shall issue no cost permits to Goodyear for Project Improvements within the Glendale right-of-way.
- 9.4 Following conveyance of the Project Improvements set forth in Paragraph 9.1, Glendale agrees that all future work within the Strip Annexation Easement, including but not limited to, the installation of water and sewer infrastructure, will be permitted by Goodyear and built to Goodyear standards, and that Glendale will not review any plans for such work, shall not be liable for the design, construction, operation and maintenance deficiencies of such work, and shall not require permits for such work.
- 9.5 Following conveyance of the Project Improvements to Goodyear pursuant to the terms of this Agreement, Glendale shall not be liable for the operation and/or maintenance of the Project Improvements.

10. **Goodyear:**

- 10.1 Upon execution of this Agreement and subject to the terms of this Agreement, Goodyear shall assume full responsibility and liability for the design and construction of the Project Improvements. Goodyear shall be responsible for reviewing and approving the Project Improvements plans and for permitting such work. Goodyear shall have no responsibility or liability for the design, construction or permitting of the Drainage Improvements.

- 10.2 Following the completion of the Project Improvements, as approved by the Goodyear City Engineer, Goodyear agrees to accept the conveyance of the Project Improvements and the right-of-way that is to be conveyed pursuant to the terms of this Agreement.
- 10.3 Following Goodyear's acceptance of the right-of-way and Project Improvements as set forth in Paragraph 10.2 the conveyance of the right-of-way Goodyear shall assume full responsibility and liability for the operation and maintenance of the Project Improvements, as if Goodyear had annexed the Project Area. Goodyear shall not be responsible for the operation and/or maintenance of the Project Improvements until the Project Improvements have been completed and Goodyear has accepted the right-of-way and/or Project Improvements that are to be conveyed to Goodyear pursuant to the terms of this Agreement. Goodyear will not annex or attempt to annex the portion of Camelback Road that is within Glendale's 10' Strip Annexation.
- 10.4 Goodyear shall, when warranted, pay 100% of the cost of a traffic signal at the intersection of Camelback Road and Sedella Avenue.

GENERAL TERMS AND CONDITIONS

11. The Parties agree that when the property in the County on the north side of Camelback Road between the 181st Avenue alignment and N. Citrus Road develops, the Parties will, subject to the approval of the County Board of Supervisors, the Glendale City Council and the Goodyear City Council, amend this Agreement to provide for the acquisition and ultimate conveyance to Goodyear of County right-of-way and future street improvements for the north side of Camelback Road between 181st Avenue and N. Citrus Avenue and to provide for the design, construction, maintenance and operation of the of road improvements thereon consistent with the terms of this Agreement. In the absence of a separate IGA between the County and Goodyear addressing the County's and Goodyear' respective responsibilities for a traffic signal at the intersection of Camelback Road and N. Citrus Road, such amendment shall include provisions for the design construction, operation and maintenance of a full traffic signal at the intersection of Camelback Road and N. Citrus Road, including a requirement the County and the Goodyear each being responsible for 50% of such traffic signal.
12. By entering into this Agreement, the Parties agree that 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 Parties 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 any 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 and/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 has been approved by the Maricopa County Board of Supervisors, the Goodyear City Council, and the Glendale City Council and shall 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.

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 Improvements 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 the contract that is subject to penalties up to and including termination of the contract.
 - 15.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project Improvements 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. 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 Improvements described in this Agreement.
17. 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 any 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, any non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, any non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
18. 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 Goodyear
Attn: City Manager

190 N. Litchfield Road
Goodyear, Arizona 85338

City of Glendale
Attn: City Manager
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. Any 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.

19. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
20. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
21. This Agreement does not grant authority to control the subject roadway, except as expressly stated in this Agreement.
22. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. No Party shall assign its interest in this Agreement without the prior written consent of the other Parties.
23. 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, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties 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. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
24. 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.
25. 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.
26. 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.

27. 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.
28. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter, which is not a Saturday, Sunday or legal holiday.
29. Sections and 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.
30. 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.
31. The Parties agree to 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.
32. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
33. This Agreement shall be governed by the laws of the State of Arizona.
34. Should the City of Glendale annex the property adjacent to the Camelback Road alignment between Perryville and 181st Avenue, the City of Goodyear has the right to terminate this Agreement upon providing the parties thirty (30) days written notice

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 6/2/2020
89E8452A6BB0459...

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

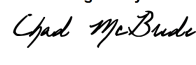
Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 6/3/2020
9B0782D9E1CF48F

Deputy County Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Approved and Accepted by:

Georgia Lord Date
Mayor

Attest by:

Darcie McCracken, City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City of Goodyear by governing body under the laws of the State of Arizona.

Roric Massey, City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GLENDALE

Approved and Accepted by:

Jerry Weiers Date
Mayor

Attest by:

Julie K. Bower, City Clerk Date

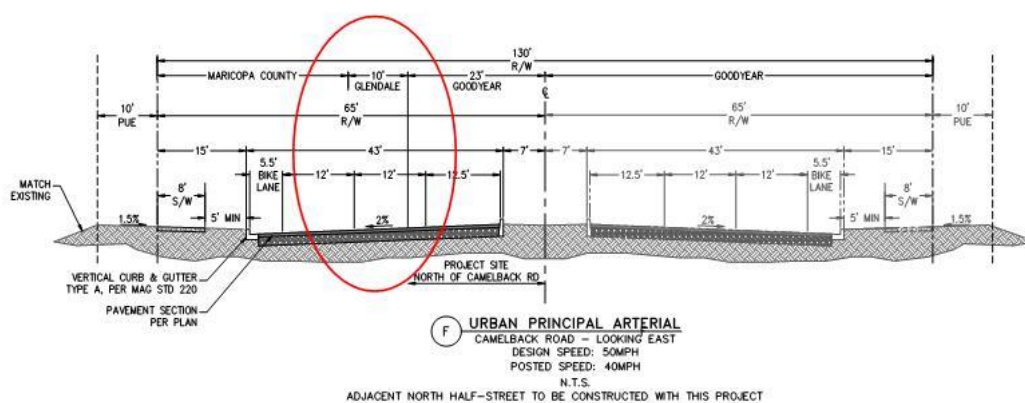
APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City of Glendale by its governing body under the laws of the State of Arizona.

Michael D. Bailey, City Attorney Date

EXHIBIT A

AZURE CANYON IGA EXHIBIT A

PROJECT IMPROVEMENTS TO BE CONVEYED FROM
CITY OF GLENDALE TO CITY OF GOODYEAR**SUBJECT IMPROVEMENTS IN CITY OF GLENDALE STRIP ANNEX AREA:**

Any pavement, striping and subsurface improvements located in the 10-foot strip annex area as shown above.

LIMITS OF PROJECT:

From the centerline of West Perryville Road to the centerline of North 181st Avenue.

Exhibit “B”

Intergovernmental Agreement between
Maricopa County and the City of Goodyear

For Installation of Traffic Signal at
Camelback Road and Perryville Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY
AND THE CITY OF GOODYEAR
FOR INSTALLATION OF TRAFFIC SIGNAL AT
CAMELBACK ROAD AND PERRYVILLE ROAD
(TE066)
(C-64-18-_____-M-00)

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

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. Camelback Road and Perryville Road is an existing unsignalized intersection with stop control in all directions (**Intersection**).
5. The west leg and north leg of the Intersection are owned and operated by the County. The east leg and south leg of the Intersection are owned and operated by the City.
6. Traffic signal warrant analysis indicated that the Intersection is anticipated to meet signal warrants upon completion of bridge on Camelback Road over the irrigation

ditch to the west of the Intersection. The proposed project is to install a new traffic signal at the Intersection (**Project**).

7. The Project is anticipated to be designed in Fiscal Year 2021 and constructed in Fiscal Year 2022.
8. **Project Costs.** The anticipated Project costs are as follows:

8.1	Design:	\$50,000
8.2	Right-of-way Acquisition:	\$0
8.3	Construction:	\$561,500
8.4	Total Estimated Cost of the Project:	\$611,500
9. The Parties have agreed to financially participate in the Project to each fund fifty percent (50%) of the actual cost of the project.
10. The parties have agreed that this project will utilize traffic signal poles in accordance with the Arizona Department of Transportation Signals and Lighting Standard Drawings. The County will not financially participate in Project enhancements, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture and any other items inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the Project as set forth herein, including but not limited to cost sharing, design, permitting, right-of-way acquisition, utility relocation, construction and construction management.

TERMS OF THE AGREEMENT

12. This Agreement does not alter the ownership, operation, or maintenance responsibilities of the Parties for the Project roadways, unless otherwise specified in this Agreement.
13. **Responsibilities of the County:**
 - 13.1 Except as provided in Paragraph 10 of this Agreement, the County shall be responsible for fifty percent (50%) of the total cost of the Project. The total cost of the Project is currently estimated at \$611,500, with the County's responsibility being estimated at \$305,750.
 - 13.2 The County's cost share contribution shall include design fees, right-of-way

acquisition costs, if any, and all construction costs, including utility relocation costs if needed but not including any costs arising from City-requested enhancements as described in Paragraph 10.

- 13.3 The County shall remit payment within thirty (30) days of the receipt of an invoice from the City.
- 13.4 The County shall issue no-cost permits to the City for any necessary Project related work performed within the County.
- 13.5 The County shall participate with the City in the substantial completion, final inspection and acceptance of the Project.

14. Responsibilities of the City:

- 14.1 The City shall act as the lead agency with respect to design, right-of-way acquisition, and construction.
- 14.2 The City shall design and construct the Project to City standards.
- 14.3 The City shall apply to the County for no-cost permits for any necessary Project related work performed within County jurisdiction.
- 14.4 The City shall be responsible for fifty percent (50%) of the total cost of the Project. The total cost of the Project is currently estimated at \$611,500, with the City's responsibility currently estimated at \$305,750.
- 14.5 The City shall also be solely financially responsible for the cost of all Project enhancements, as described in Paragraph 10, that have been requested by the City.
- 14.6 Upon the notice to proceed for construction, the City shall invoice the County for fifty percent (50%) of the County's estimated total cost share contribution for right-of-way acquisition, and construction, including utility relocation if required,.
- 14.7 Upon completion of construction, the City shall invoice the County for the remaining balance of the County's total cost share contribution for right-of-way acquisition and construction, not to exceed 50% of the actual cost of the Project.
- 14.8 The City shall assume full responsibility for the operation and maintenance of the traffic signal installed as part of the Project.
- 14.9 The City shall assume all costs associated with the operation of the

signalized intersections, including electrical power to the traffic signal and any associated luminaries.

GENERAL TERMS AND CONDITIONS

15. By entering into this Agreement, the Parties agree that 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.
16. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and the Mayor and Council of the City of Goodyear and shall 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. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the City expending any funds for the acquisition of any right-of-way needed for this project and prior to the City entering into a contract for any part of the construction of the Project.
17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
18. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 18.1 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.

- 18.2 Any breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 18.3 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.
- 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. 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.
20. All notices required under this agreement to be given in writing shall be sent to:
- County:
- Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009
- City:
- City of Goodyear
Attn: City Manager
190 North Litchfield Road

Goodyear, Arizona 85338

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 to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
24. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the City Council 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.
25. 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.
26. 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, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties 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. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

27. 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.
28. 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.
29. 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.
30. 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.
31. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
32. Sections and 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 agree to 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 Parties hereby agree that 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 Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Julie Arendall Date
City Manager

Approved and Accepted by:

Georgia Lord Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:


Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DocuSigned by:


Deputy County Attorney Date