

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF PEORIA AND THE CITY OF SURPRISE FOR THE CONSTRUCTION OF THE JOMAX ROAD EXTENSION

(IGA NUMBER)

This Intergovernmental Agreement (**Agreement**) is between the City of Peoria, an Arizona municipal corporation (**Peoria**), and the City of Surprise, an Arizona municipal corporation (**Surprise**). Peoria and Surprise are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. Peoria is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 9-240, § 9-241 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within the City of Peoria and enter into this Agreement.
2. Peoria is empowered by Article VIII, Section 1 of the Peoria City Charter to enter into this Agreement, has resolved to enter into this Agreement, and has authorized the undersigned to execute this Agreement on behalf of Peoria.
3. Surprise is authorized, pursuant to A.R.S. § 9-240, § 9-241 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within or without the limits of Surprise, as well as enter into this Agreement.
4. 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.

BACKGROUND

5. Jomax Rd. currently does not connect between Dysart Rd. and 126th Dr. The roadway terminates at Dysart Rd. on the west side and 126th Dr. on the east side.
6. Jomax Rd. currently exists in Surprise, approximately one-half mile west of Dysart Rd., and runs approximately from 175th Ln. to El Granada Blvd., and serves a number of City residents in the northwest portion of Surprise.
7. Jomax Rd. is operated by Peoria east of the Dysart Rd. alignment and operated by Maricopa County west of the Dysart Rd. alignment, including the intersection, as depicted in Exhibit A.
8. All rights for work done within the jurisdiction of Maricopa County shall be handled through the Maricopa County permitting process, and issuance of a permit by Maricopa County will serve as their authorization of the Project. At any time in the future when the

intersection of Dysart Rd and Jomax Rd is signalized, Peoria shall execute an IGA with Maricopa County independently from Surprise.

9. Due to the significant population growth in northwest Surprise, and with limited east-west access alternatives, it was identified that it would be mutually beneficial for both Peoria and Surprise to construct the Jomax Rd. extension, a new interim roadway segment that connects Jomax Rd. from Dysart Rd. to 126th Dr. (**Project**). The Project is illustrated in Exhibit B attached hereto.
10. The new roadway segment designed and constructed as part of the Project will be interim in nature, pursuant to Peoria's design standards, as reflected in Exhibit B herein and will eventually be further built out in the future by Peoria and/or developers to its proposed ultimate design standard reflected in Exhibit B herein.
11. During times of an emergency where the intersection of 163rd Ave. and US60 is closed, the residents of Surprise only have Happy Valley Rd. to enter and exit the area of North Surprise. Completion of the Project will provide another east/west corridor and additional access point into North Surprise serving a life safety issue.
12. This limited access also creates limited opportunities for first responders and other emergency personnel to access the residents of northwest Surprise. In these situations, it is not uncommon for the City of Peoria Fire Department to respond to calls for service in Surprise pursuant to the Cities' mutual aid agreement. Completion of this segment of Jomax Rd. will reduce emergency response times from Peoria Fire and Surprise Fire Medical Departments.
13. Currently, the intersection of Happy Valley Rd. and Vistancia Blvd. experiences high congestion due to the traffic volumes in the area. Completion of the Project will provide residents with an additional transportation corridor to alleviate the congestion at that intersection.
14. Peoria is currently in Design Concept Report ("DCR") and will begin design for the reconstruction of the intersection of Happy Valley Rd. and Vistancia Blvd. Completion of the Project will provide a benefit to the traffic in the area during the construction phase of that intersection improvement.
15. Peoria and Surprise will financially participate in the Project, including but not limited to design, right-of-way acquisition, construction, and any other items required to complete the Project, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

16. The purpose of this Agreement is to identify and define the responsibilities of Peoria and Surprise for the Project, including but not limited to design, construction, operation and maintenance of the new interim roadway segment.

TERMS OF THE AGREEMENT

17. **Project Scope:**

- 17.1. The Project primarily consists of the construction of approximately 3,500 feet of interim half street improvements to Jomax Rd. from Dysart Rd. to 126th Dr. The new interim roadway segment will be built pursuant to the Project Design Plan and Peoria standards for an arterial roadway half street within the ultimate right-of-way.
- 17.2. Unless otherwise detailed in the Project Design Plan approved by both Parties, the work will include right-of-way acquisition and construction consisting of, but not limited to, the following:
 - 17.2.1. Roadway Connectivity – Jomax Rd. west of Dysart Rd. has been improved with south half-street improvements, and Jomax Rd. east of 126th Dr. has been improved with north half-street improvements. Peoria will direct the design of the new roadway connection to establish if the new interim roadway segment will include the north or south half-street improvements.
 - 17.2.2. Right-of-Way and Easements – Jomax Road is classified as an arterial street in the City of Peoria Circulation Plan and requires 130' of right-of-way and 8' Public Utility Easements (PUE) on both sides along the approximate Jomax Road alignment, which deviates from 126th Ave to Dysart Rd. Additional dedication of rights-of-way or easements may be required for intersection configurations, slope or drainage easements.
 - 17.2.3. Drainage Improvements – Completion of a drainage report and construction of drainage improvements, including box culverts, per the drainage report.
 - 17.2.4. Travel Lanes – Construction of a street section consisting of two (2) travel lanes and two (2) bike lanes for eastbound and westbound traffic with curb and gutter on both sides and detached sidewalk on one side.
 - 17.2.5. McMicken Wash Crossing – In order to facilitate the crossing of the McMicken Wash, as illustrated in Exhibit B, a box culvert will be placed at full width to convey any existing drainage. It is the intent to construct the full width box culvert for the ultimate roadway cross section.
 - 17.2.6. Streetlights – As depicted in Exhibit C, the Project will include the installation of streetlights at the intersections of Jomax Rd., 126th Dr, & Dysart Rd. This will facilitate adequate lighting at the intersections. The Project will also implement photometrics to determine where required future street light infrastructure will be installed along the roadway segment by others.
 - 17.2.7. Utilities and Interconnect – The Project will include the installation of interconnect conduit, fiber optic cable, and water line along north side of Jomax Rd from 126th Dr. to Dysart Rd, as depicted in Exhibit C, which will be fully funded by Peoria as set forth herein.
 - 17.2.8. Signing and Pavement Markings – Design and implementation of traffic signing and pavement marking plan, including restriping and installation of

signing beyond the project limits at the Jomax Rd. and El Mirage Rd. intersection, and Jomax Rd. west of Dysart Road within Maricopa County's jurisdiction.

18. Responsibilities of Peoria:

- 18.1 Peoria shall serve on the procurement panel for the design and construction of the Project.
- 18.2 Peoria shall provide comments to Surprise within fifteen (15) working days of receipt of the design plans from Surprise.
- 18.3 Peoria shall issue no-cost permits to Surprise for any necessary Project related work performed within the City of Peoria.
- 18.4 If the total cost of the Project exceeds Surprise's contribution of six million dollars (\$6,000,000.00), Peoria shall be responsible for funding all costs exceeding that amount.
- 18.5 Peoria shall be the lead agency for all acquisition of right-of-way, including but not limited to, any right-of-way acquisition and/or easements with the Arizona State Land Department.
- 18.6 Peoria shall be solely responsible for funding the cost of the installation of interconnect conduit, fiber optic cable, and a water line along north side of Jomax Rd from 126th Dr. to Dysart Rd.
- 18.7 After review and approval, Peoria shall pay any project reimbursement requests submitted by Surprise in accordance with this Agreement within thirty (30) calendar days.
- 18.8 Peoria currently administers the floodplain within the Peoria City limits and will be the Flood Plain Administrator for the McMicken Wash and the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) must be processed through Peoria.
- 18.9 Peoria shall participate with Surprise in the substantial completion, final inspection, final completion, and acceptance of the Project.
- 18.10 Peoria shall participate with Surprise to resolve any warranty issues during the warranty period. Peoria shall participate with Surprise in all coordination with the contractor during the warranty period including but not limited to punch list walks, roadway inspections, and final acceptance.
- 18.11 Peoria shall assume full responsibility for the operation and maintenance of the new roadway segment upon final completion of the Project and Peoria's final approval and acceptance thereof.

19. Responsibilities of Surprise:

- 19.1 Surprise shall act as the lead agency for all aspects of the Project, including but not limited to design, environmental clearance, and construction, and excluding any right-of-way pursuant to section 18.5.
- 19.2 Surprise shall allow Peoria to serve on the procurement panel for the design and construction of the Project.
- 19.3 Surprise shall design and construct the Project in accordance with the Project Scope as identified in this Agreement and in compliance with the City of Peoria engineering standards.
- 19.4 Surprise shall provide Peoria with copies of legal descriptions, design plans, final approved plans, reports, and exhibits for review, comment and approval.
- 19.5 Surprise shall apply to Peoria for no-cost permits for any necessary Project related work performed within Peoria or Maricopa County jurisdiction.
- 19.6 Surprise, or its contractor, shall post all required certificates of insurance, performance bonds, and any other required financial assurances for any necessary Project related work performed within Peoria's jurisdiction.
- 19.7 Surprise shall contribute funding for the Project in the amount not to exceed six million dollars (\$6,000,000.00).
- 19.8 Surprise shall be the lead agency for any warranty issues during the warranty period. Surprise shall facilitate all coordination with the contractor during the warranty period including but not limited to punch list walks, roadway inspections, and final acceptance. Surprise shall include Peoria in any coordination, punch list walks, roadway inspections, and final acceptance related to any warranty issues.
- 19.9 Surprise shall submit project reimbursement requests in a format approved by Peoria for completed work activities at the stages of the development of the Project. Surprise shall not submit any requests until Fiscal Year 2026.

GENERAL TERMS AND CONDITIONS

20. To the extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, including its departments, agencies, officers, employees, elected officials, and agents (collectively, the "Indemnified Party"), from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) of any nature whatsoever, including but not limited to those arising from injury or death of persons, or damage to or destruction of property, which are caused by or result from any activity, condition, or event arising out of or connected with the performance or nonperformance by the Indemnifying Party of any provision of this Agreement, including any act or omission of its employees, agents, contractors, or subcontractors. This indemnification shall not apply to the extent that such claims, liabilities, or damages are caused by the gross negligence or willful misconduct of the Indemnified Party. Each Party shall, upon request, provide the other Party with a current certificate of insurance or proof of self-insurance, as applicable, to verify coverage

required under this Agreement. The terms of this Section 20 shall survive the termination or expiration of this Agreement.

21. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties (the "Effective Date") and shall remain in full force and effect for the shorter of five (5) years or until the Parties each agree that all responsibilities contained in this agreement have been performed in accordance with the terms herein. This Agreement may be terminated if agreed to in writing by the Parties.
22. This Agreement may be amended only upon written agreement by all Parties.
23. This Agreement is subject to the provisions of A.R.S. § 38-511.
24. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 24.1 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. § 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.
 - 24.2 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.
 - 24.3 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.
 - 24.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
25. 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.
26. 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.
27. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure (a "Default"); 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. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

28. All notices required under this agreement to be given in writing shall be sent to:

PEORIA

City of Peoria
Attn: City Manager
8401 W Monroe St.
Peoria, AZ 85345

City of Peoria
Director of Development and Engineering,
9875 N. 85th Avenue
Peoria, AZ 85345
Enadmin@peoriaaz.gov

City of Peoria
Attn: City Attorney
8401 W Monroe St.
Peoria, AZ 85345

SURPRISE

City of Surprise
Attn: City Manager
16000 North Civic Center Plaza
Surprise, Arizona 85374

City of Surprise
Attn: City Attorney
16000 North Civic Center
Surprise, Arizona 85374

Either Party may by written notice to the other specify a different address for notice. 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 or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by 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 delivery service that guarantees next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

29. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties

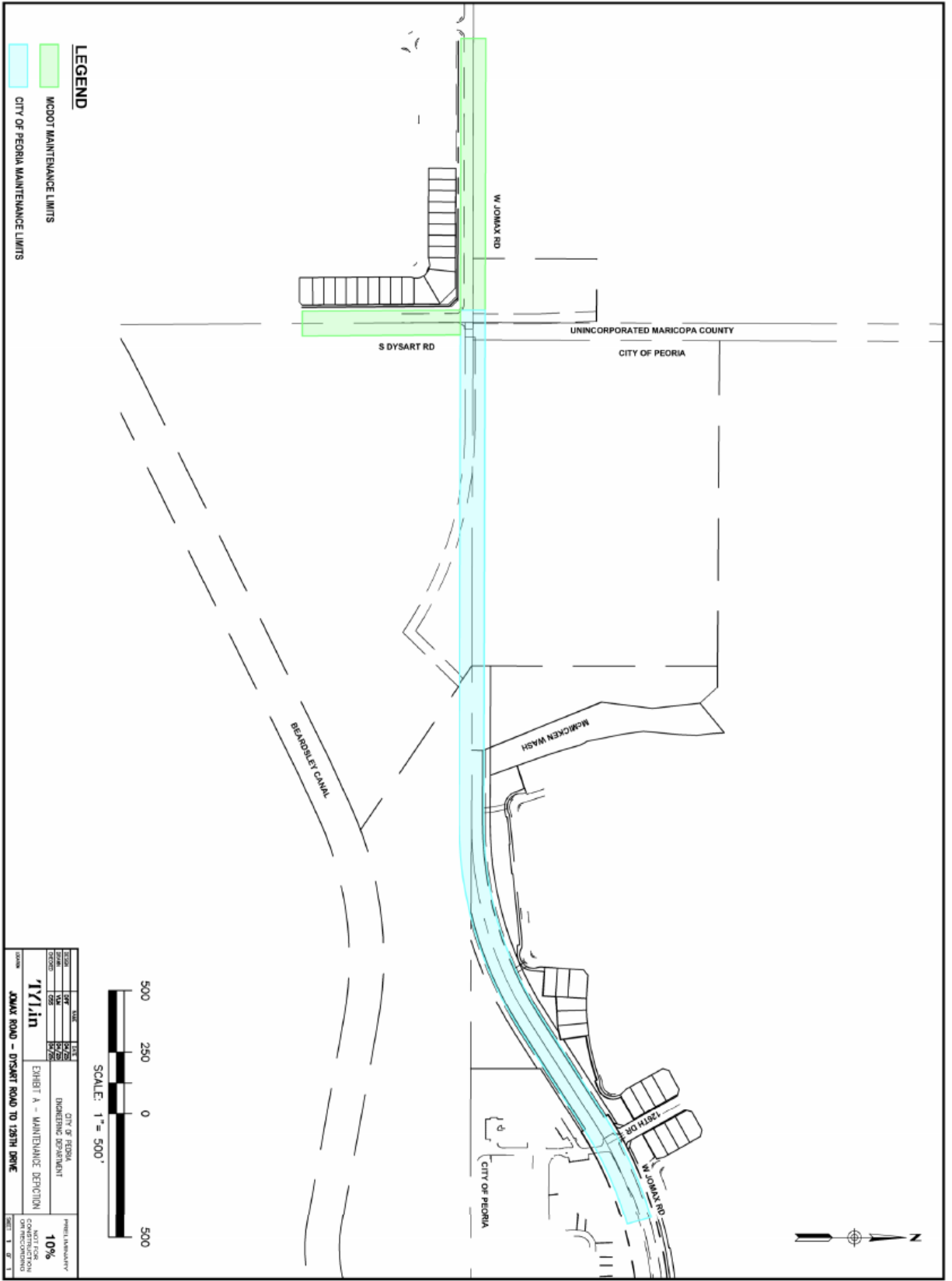
in such fiscal year.

30. 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.
31. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
32. 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.
33. In the case of any dispute over any items in this Agreement, the Parties shall use their best efforts to enter into good faith negotiations to resolve the disputed matters. If the dispute cannot be resolved during good faith negotiations, the dispute shall be submitted to non-binding mediation. Notice of the dispute must be in writing and made pursuant to Section 28 and shall provide a summary of the issue of the dispute. The Parties shall confer within thirty (30) calendar days of the Parties' receipt of such notice and must, within ten (10) calendar days after conferring, agree on a mutually acceptable mediator. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation after the mediation.
34. 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.
35. 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. Electric signatures are acceptable as original signatures.
36. 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.
37. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
38. This Agreement shall be governed by the laws of the State of Arizona.
39. In accordance with A.R.S. § 11-952(D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

End of Agreement - Signature Page Follows

EXHIBIT A

JOMAX ROAD MAINTENANCE DEPICTION



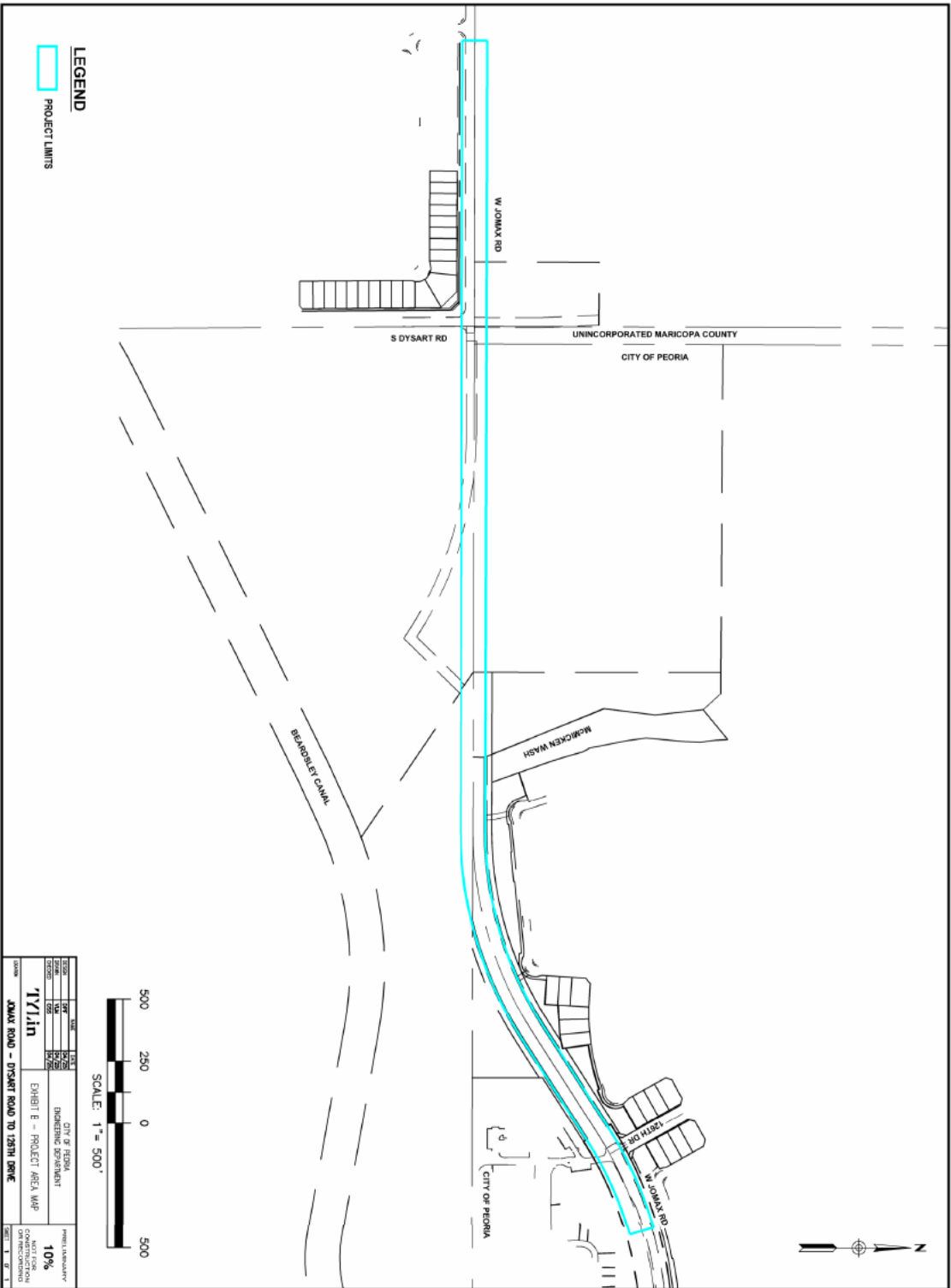
LEGEND

- MCDOT MAINTENANCE LIMITS
- CITY OF PEORIA MAINTENANCE LIMITS

DATE	BY	CHKD	APPD	SCALE
12/15/25	TYLIN	TYLIN	TYLIN	1" = 500'
TYLIN				
EXHIBIT A - MAINTENANCE DEPICTION				
CITY OF PEORIA ENGINEERING DEPARTMENT				
10% CONTRACT FOR CONSTRUCTION				
PROJECT LOCATION: JOMAX ROAD - DYSART ROAD TO 125TH DRIVE				
SHEET 1 OF 1				

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EXHIBIT B
PROJECT AREA MAP



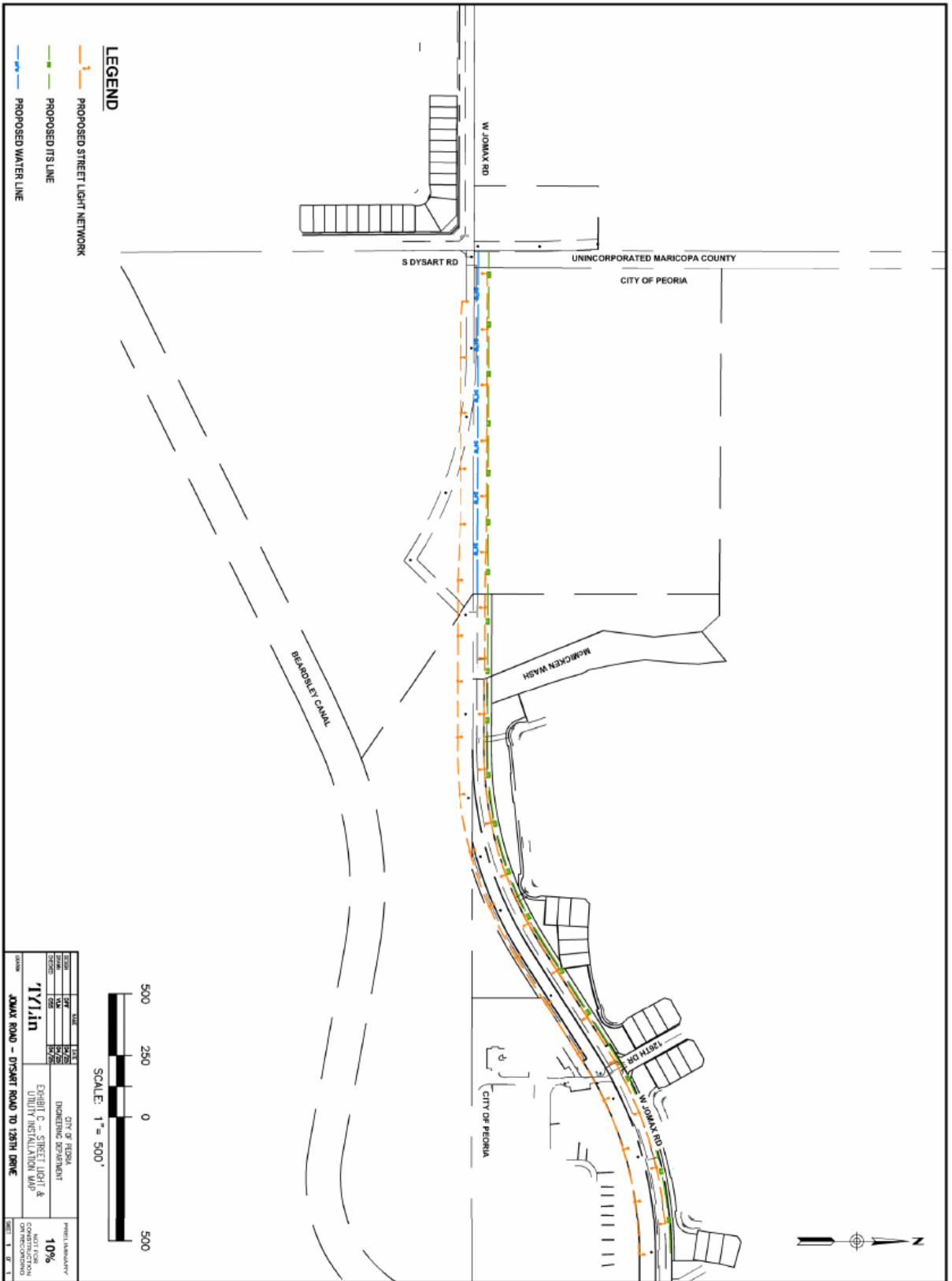
LEGEND
 PROJECT LIMITS

DATE	BY	CHK	APP	DESCRIPTION
04/16/2025	TYLIN			ENGINEERING DEPARTMENT
TYLIN				
EXHIBIT E - PROJECT AREA MAP				
PROJECT LIMITS				
10%				
CONSULTING ENGINEER				
CITY OF PEORIA				
UNINCORPORATED MARICOPA COUNTY				
JOMAX ROAD - DYSART ROAD TO 175TH DRIVE				
SCALE: 1" = 500'				

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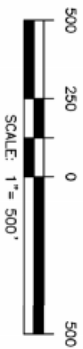
EXHIBIT C

STREETLIGHT AND UTILITY INSTALLATION MAP



LEGEND

- PROPOSED STREET LIGHT NETWORK
- PROPOSED ITS LINE
- PROPOSED WATER LINE



DATE	DESCRIPTION	BY	CHKD
05/11/2025	10% PLAN	TYLIN	TYLIN
05/09/2025	30% PLAN	TYLIN	TYLIN
05/08/2025	60% PLAN	TYLIN	TYLIN
05/07/2025	90% PLAN	TYLIN	TYLIN
05/06/2025	100% PLAN	TYLIN	TYLIN

TYLIN

ENGINEERING DEPARTMENT
CITY OF PEORIA
UTILITY INSTALLATION UNIT

10%
NOT FOR CONSTRUCTION

PROJECT: **JOMAX ROAD - DYSART ROAD TO 125TH DRIVE**

SHEET 1 OF 1

