

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN MARICOPA COUNTY, THE CITY OF PEORIA,**  
**AND THE CITY OF GLENDALE**  
**FOR IMPROVEMENTS TO THE NORTHERN PARKWAY PROGRAM**  
**FROM AGUA FRIA RIVER TO 103RD AVENUE**  
**(TT0600)**

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

**STATUTORY AUTHORIZATION**

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.
2. The 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 their respective jurisdiction and to enter into this Agreement.
3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or joint or cooperative action.

**BACKGROUND**

4. On December 26, 2008, the Maricopa County Board of Supervisors approved an Intergovernmental Agreement (IGA) (C-91-09-081-M-00) (**2008 IGA**) between Maricopa County and the Cities of El Mirage, Glendale, and Peoria for improvements to Northern Parkway from State Route 303 (Bob Stump Memorial Parkway) to U.S. 60 (Grand Avenue). The 2008 IGA identified and defined responsibilities for cost sharing, design, construction, construction management, right-of-way acquisition, utility relocation, and maintenance of the full length of the Northern Parkway Program (**NPP**).
5. The overall NPP, as defined in the 2008 IGA, is a principal arterial roadway that will have more traffic-carrying capacity than a typical arterial and will enable traffic to travel faster than typical arterial roadways. The NPP will also link El Mirage, central Glendale, unincorporated portions of Maricopa County, and southern Peoria to the rapidly developing far west valley. The NPP will provide improved access from Peoria, El Mirage,

unincorporated Maricopa County, and Glendale to downtown Phoenix via the Northern Parkway-Grand Avenue route. For the purposes of this Agreement, the **Project** is defined as the segment of the overall NPP, from Agua Fria River to 103rd Avenue as generally depicted in Exhibit A, which is attached to this Agreement and incorporated by reference.

6. As provided in the 2008 IGA, the County is the lead agency for the overall NPP and shall be the lead agency for the Project that is the subject of this Agreement. The County is responsible for issuing and managing design and construction contracts, including field engineering and inspection work, at the direction of the Northern Parkway Executive Committee. Additionally, the County is responsible for arranging and overseeing the construction of the overall NPP, as well as the Project that is the subject of this Agreement.
7. The 2008 IGA also provided that, among other things, Northern Parkway, upon completion, would be operated and maintained by the jurisdiction in which it is located (Glendale, Peoria, or Maricopa County).
8. For the purposes of this Agreement, "operation and maintenance" include, but are not limited to, the following activities: maintenance of the mainline, frontage road, and cross street roadway surfaces; pavement condition surveys; sweeping; pavement marking; sign maintenance and repair; traffic signal operation and maintenance; Intelligent Transportation Systems (**ITS**) operation and maintenance; lighting operation and maintenance; drainage, catch basin, and pipe cleanout; landscaping; weed removal; irrigation (as applicable, based on the standard of the Party); trash and debris removal; electricity; vandalism repair and replacement; graffiti removal; chain-link fence repair; barrier repair; maintenance of aesthetic treatment of bridges and retaining walls (as applicable, based on the standard of the Party); normal structural repair of bridges; bridge condition surveys; and repair of bridges and retaining walls.
  - 8.1 ITS conduit north of the north curb will be operated and maintained by Peoria.
  - 8.2 ITS conduit south of the south curb will be operated and maintained by the County.
9. On May 16, 2011, the Maricopa County Board of Supervisors approved an IGA (C-91-11-206-M-00) (**2011 IGA**) between the County and Glendale for ownership, operation and maintenance of Northern Parkway from Sarival Avenue to one-quarter mile west of Dysart Road. Specifically, Glendale would accept ownership of Northern Parkway from Sarival Avenue to one-quarter mile west of Dysart Road upon completion of the project and transfer of land rights.
10. On August 23, 2017, the Maricopa County Board of Supervisors approved three IGAs (C-64-18-017-M-00, C-64-18-018-M-00, and C-64-18-019-M-00) (**2017 IGAs**) between the County and the Cities of Peoria, El Mirage, and Glendale for ownership, operation and maintenance of Northern Parkway from Dysart Road to 111th Avenue. Specifically:
  - 10.1 The County shall operate and maintain, as set forth in Paragraph 8 herein, all Project improvements from one-quarter mile west of Dysart Road to 115th Avenue, upon substantial completion of the Project, until the Project roadway and all improvements are annexed or such responsibilities are otherwise taken by another jurisdiction.

- 10.2 Peoria will accept ownership, operation and maintenance responsibilities, outlined in Paragraph 8 herein, for all Project activities, except for the ITS system and equipment which will remain with the County, for Northern Parkway, from 115th Avenue to 111th Avenue, upon substantial completion of the project.
11. Similar to the 2011 and 2017 IGAs, this Agreement prescribes ownership, operation, and maintenance responsibilities for the NPP segment from Agua Fria to 103rd Avenue upon substantial completion of the Project (Northern Parkway: Agua Fria to 103rd Avenue, Federal-aid project number MMA-0(280)D). For the purposes of this Agreement, “substantial completion” means the stage when the Project is sufficiently complete in accordance with the terms and conditions of this Agreement, so that the Parties can use the Project improvements for their intended purpose.
12. The NPP, from Agua Fria River to 115th Avenue, including the 115th Avenue cross street and cul-de-sac, will be operated and maintained by the County, as generally depicted in Exhibit A.
13. The NPP, from 115th Avenue to 103rd Avenue, is required to be operated and maintained by the City of Peoria based on the operation and maintenance standards set by the 2008 IGA, as generally depicted in Exhibit A.
14. This Agreement does not affect existing responsibilities for public safety services.
15. This Agreement shall not supersede an IGA between Glendale and Peoria, (Peoria LCON 04023), approved November 28, 2023, which define installation and maintenance responsibilities for signing, pavement markings, and other traffic control placed along boundary roadways.

## **PURPOSE OF THE AGREEMENT**

16. The purpose of this Agreement is to identify and define the responsibilities of the County, Peoria and Glendale for ownership, operation, and maintenance of the Project.

## **TERMS OF THE AGREEMENT**

17. **Responsibilities of the County:**
  - 17.1 Notwithstanding the existing 10' City of Glendale Strip Annex within the Project area, upon final acceptance of the Project, the County shall operate and maintain, as outlined in Paragraph 8 herein, all Project improvements for the NPP, from Agua Fria River to 115th Avenue, including the 115th Ave cross street and cul-de-sac, as generally depicted in Exhibit A, until the Project roadway and all improvements are annexed or such responsibilities are otherwise taken by another jurisdiction. The County acknowledges that the Project and Project improvements shall in no way abrogate or affect Glendale’s jurisdiction or ownership of the 10' City of Glendale Strip Annex.

- 17.2 The County shall own, operate and maintain the traffic signal at 115th Avenue and assume all associated costs including the cost of electrical power to the traffic signal and any associated luminaries.
- 17.3 The County shall own, operate and maintain the ITS conduit south of the south curb.
- 17.4 The County shall allow Peoria and Glendale access and issue no-cost permits, including necessary traffic control permits, for any Project related ongoing operation and maintenance activities performed within County jurisdiction.
- 17.5 The County shall schedule and invite the Parties to a substantial completion inspection of the Project.
- 17.6 The County shall schedule and invite the Parties to participate in a final inspection of the Project.
- 17.7 The County shall provide Peoria and Glendale with all related as-built drawings, plans and records.

**18. Responsibilities of the City of Peoria:**

- 18.1 Peoria shall allow the County and Glendale access and issue no-cost permits, including any necessary traffic control permits, for any Project related on-going operation and maintenance activities performed within Peoria jurisdiction.
- 18.2 Peoria shall allow the County access for future maintenance of signal equipment installed as part of this Project within Peoria jurisdiction.
- 18.3 Upon final acceptance of the Project, Peoria shall assume all related liability and accept ownership, operation, and maintenance responsibilities for all Project activities referenced in Paragraph 8 for the NPP, from 115th Avenue to 103rd Avenue, as generally depicted in Exhibit A, including all asphalt and concrete to the back of the south curb. Excluded from Peoria ownership, operation, and maintenance responsibilities are the ITS conduit, sidewalks and streetlights south of the south curb.
- 18.4 Peoria shall own, operate and maintain the ITS conduit north of the north curb.
- 18.5 Peoria shall participate in the substantial completion inspection of the Project. If the Project has been constructed consistent with the sealed design plans, Peoria shall denote compliance in a form that is satisfactory to the County. The Parties agree that at this point, there may be a punch list of items to be completed by the contractor.
- 18.6 Peoria shall participate in the final inspection of the Project with the County. The Parties agree that at this point, there may be a punch list of items to be completed by the contractor.

**19. Responsibilities of the City of Glendale:**

- 19.1 Glendale shall allow the County and Peoria access and issue no-cost permits, including any necessary traffic control permits, for any Project related on-going operation and maintenance activities performed within Glendale jurisdiction.
- 19.2 Glendale shall allow the County and Peoria access for future maintenance of signal equipment installed as part of this Project within Glendale jurisdiction.
- 19.3 Upon final acceptance of the Project, Glendale shall assume all related liability and accept ownership, operation, and maintenance responsibilities for the following roadway features located south of the south curb of the roadway:
  - i. ITS conduit;
  - ii. Sidewalks;
  - iii. Streetlights.
- 19.4 Glendale shall participate in the substantial completion inspection of the Project. If the Project has been constructed consistent with the sealed design plans, Glendale shall denote compliance in a form that is satisfactory to the County. The Parties agree that at this point, there may be a punch list of items to be completed by the contractor.
- 19.5 Glendale shall participate in the final inspection of the Project with the County. The Parties agree that at this point, there may be a punch list of items to be completed by the contractor.

**GENERAL TERMS AND CONDITIONS**

- 20. To the extent permitted by law, each Party will indemnify, defend, and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
- 21. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all responsibilities as described in Paragraphs 17, 18 and 19 have been satisfied.
- 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 following 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 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 according to 50 U.S.C. § 4842.
26. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
  - 26.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
  - 26.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
  - 26.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

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; 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:

Maricopa County Department of Transportation  
Attn: Intergovernmental Relations Branch  
2901 West Durango Street  
Phoenix, Arizona 85009

City of Glendale  
Attn: City Manager  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City of Peoria  
Director of Development and Engineering  
9875 North 85th Avenue  
Peoria, Arizona 85345

City of Peoria  
Attn: City Manager  
8401 West Monroe Street  
Peoria, Arizona 85345

City of Peoria  
Attn: City Attorney  
8401 West Monroe Street  
Peoria, Arizona 85345

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 the 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 under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

31. 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 because of the continuation of any matter previously waived.

32. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
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. Electronic 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 according 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 Page Follows***





**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

Signed by: \_\_\_\_\_  
 \_\_\_\_\_ 6/23/2025  
 \_\_\_\_\_  
 Jesse Gutierrez, P.E. Date  
 Transportation Director

***Approved and Accepted by:***

\_\_\_\_\_  
 Chairman Date  
 Board of Supervisors

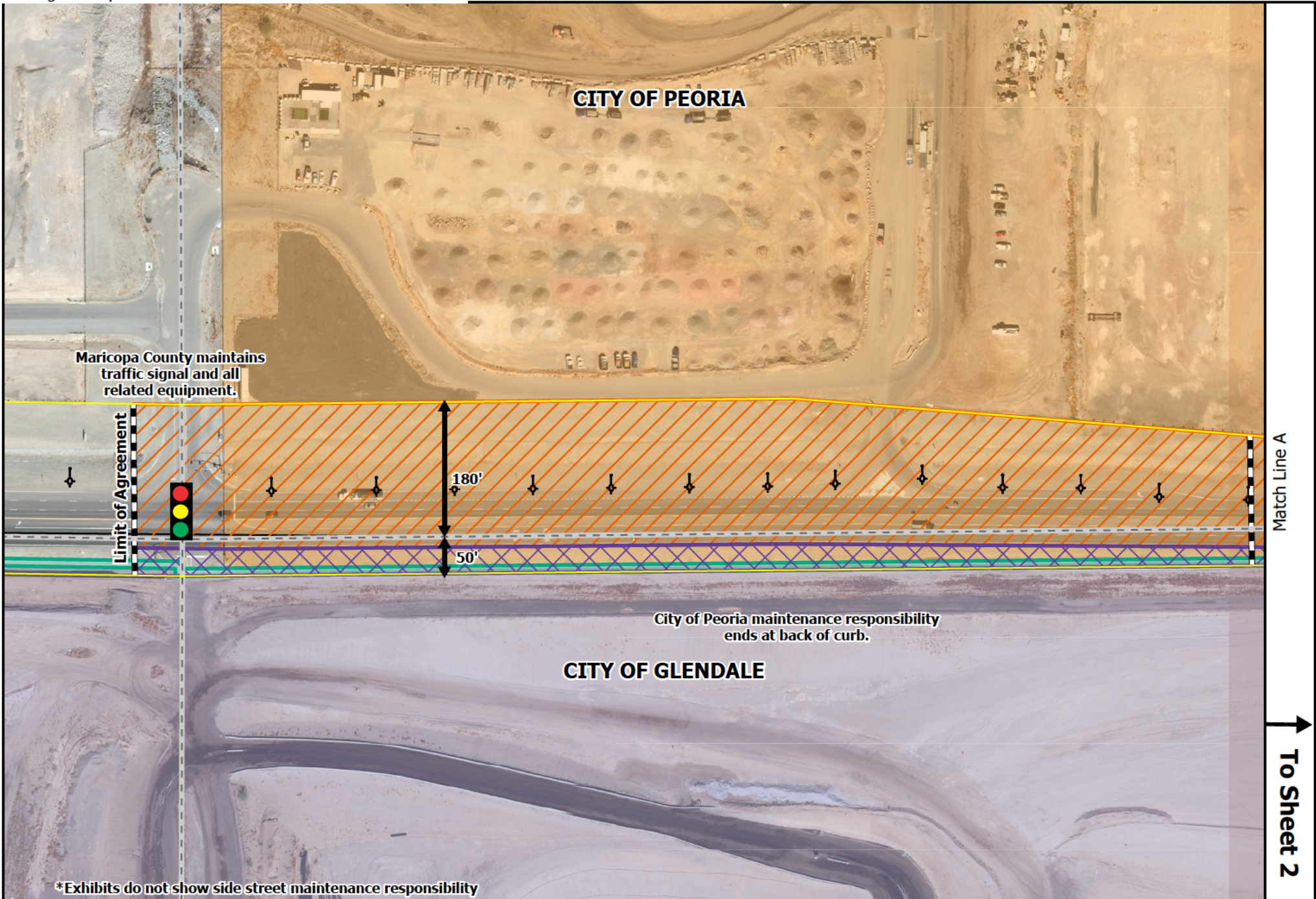
***Attest by:***

\_\_\_\_\_  
 Clerk of the Board Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY**

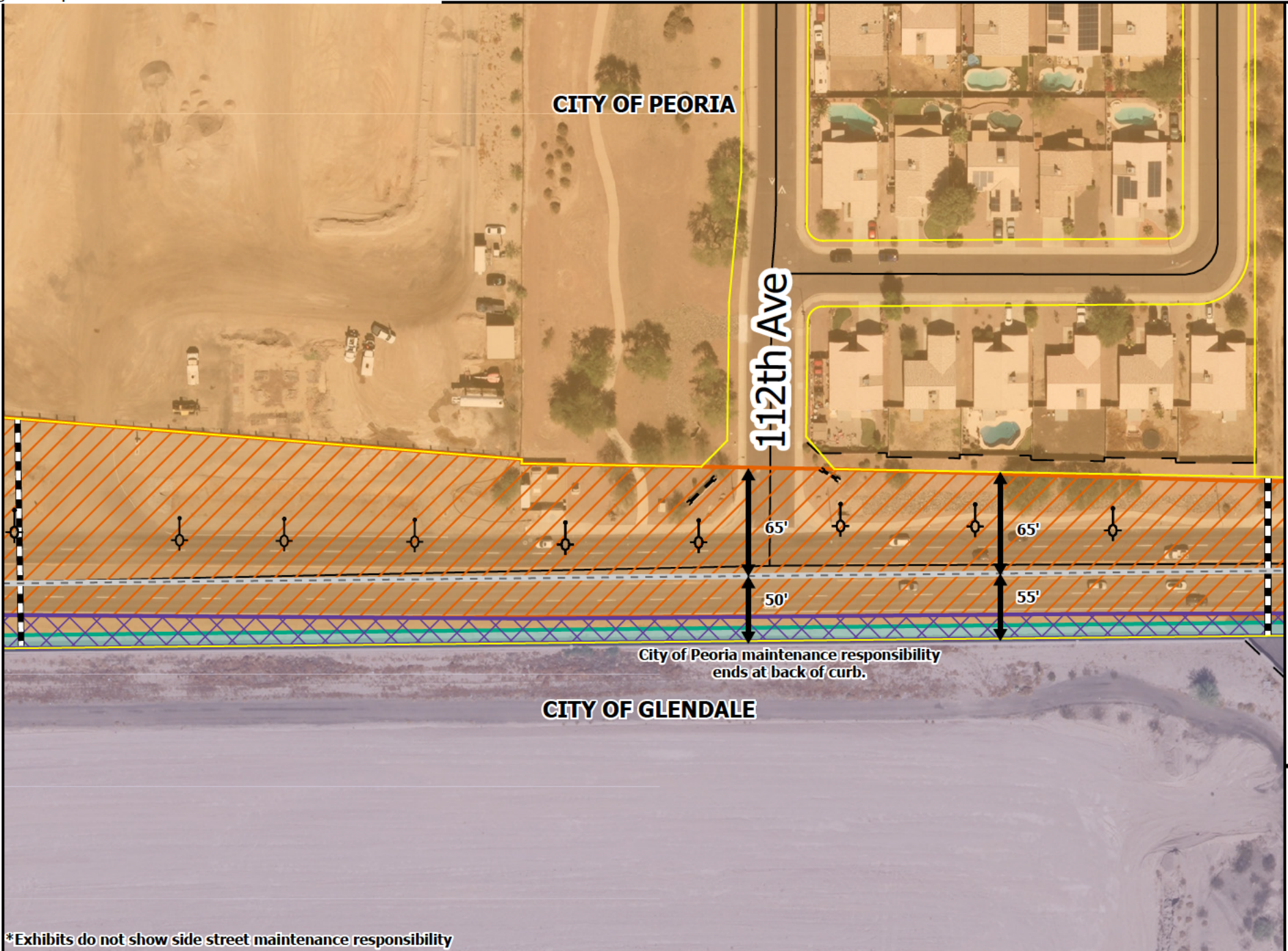
The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Signed by: \_\_\_\_\_  
 \_\_\_\_\_ 6/23/2025  
 \_\_\_\_\_  
 Deputy County Attorney Date



<b>Jurisdiction</b>	Glendale Maintenance Area	Match Line	Section Line
Peoria	Peoria Maintenance Area	Right-Of-Way	Traffic Signal
Unincorporated Maricopa County	Glendale 10 Foot Strip Annex	Streetlight	

**Exhibit A Sheet 1 of 8**



Match Line A

Match Line B

To Sheet 1

To Sheet 3

CITY OF PEORIA

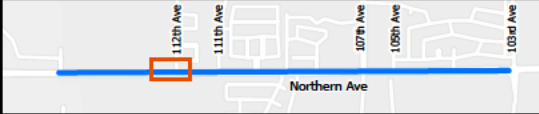
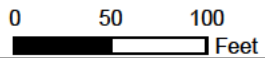
CITY OF GLENDALE

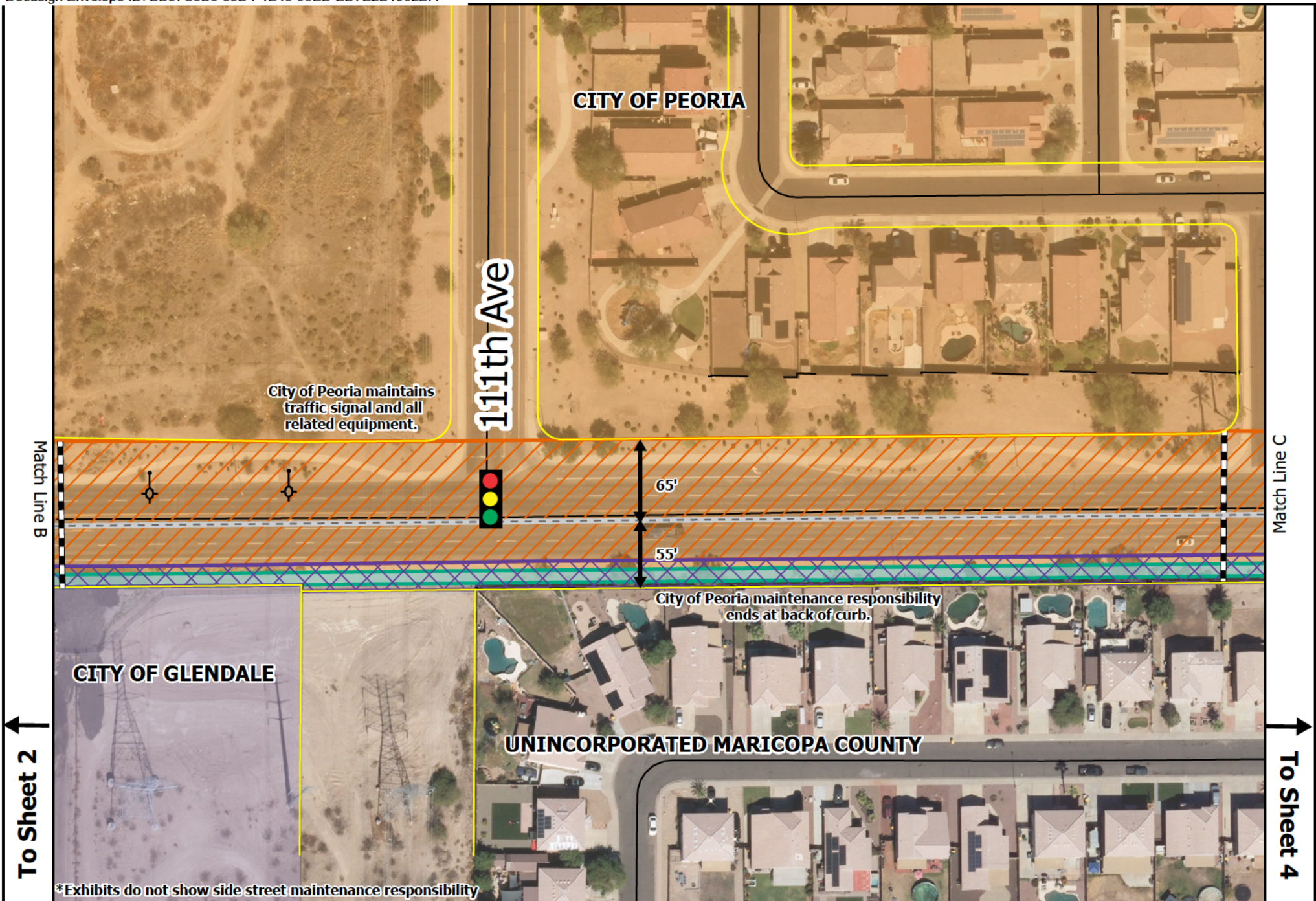
112th Ave

City of Peoria maintenance responsibility ends at back of curb.

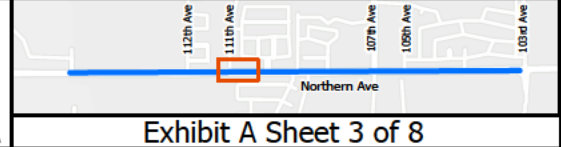
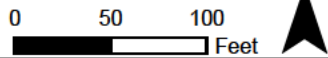
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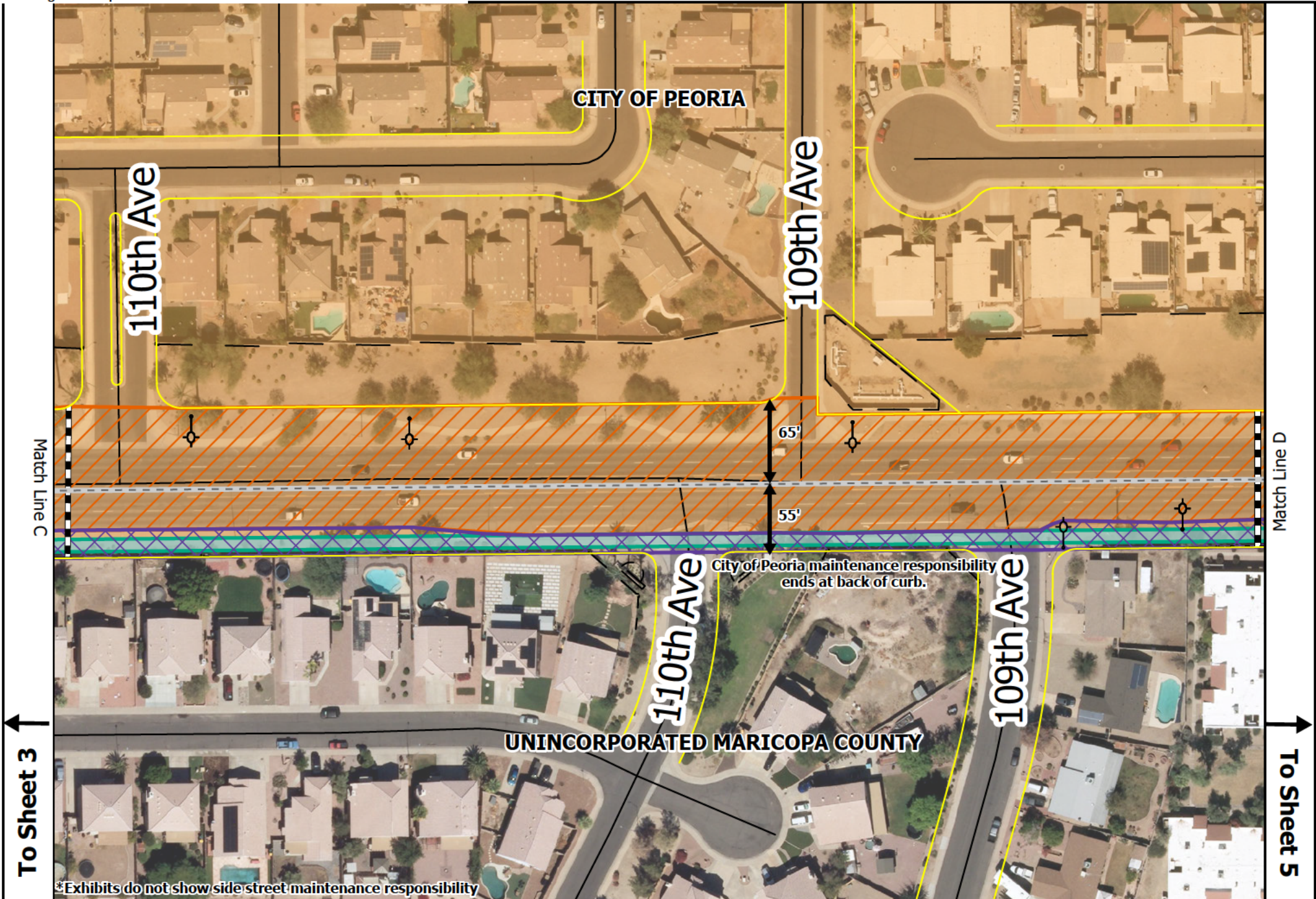
Jurisdiction		Match Line		Section Line	
Glendale	Peoria Maintenance Area	Match Line	Right-Of-Way	Section Line	Traffic Signal
Peoria	Glendale 10 Foot Strip Annex	Streetlight			
Unincorporated Maricopa County					





<b>Jurisdiction</b>	Glendale Maintenance Area	Match Line	Section Line
Peoria	Peoria Maintenance Area	Right-Of-Way	Traffic Signal
Unincorporated Maricopa County	Glendale 10 Foot Strip Annex	Streetlight	





To Sheet 3

To Sheet 5

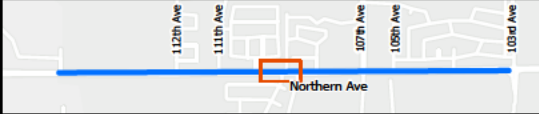
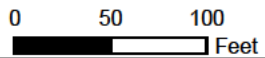
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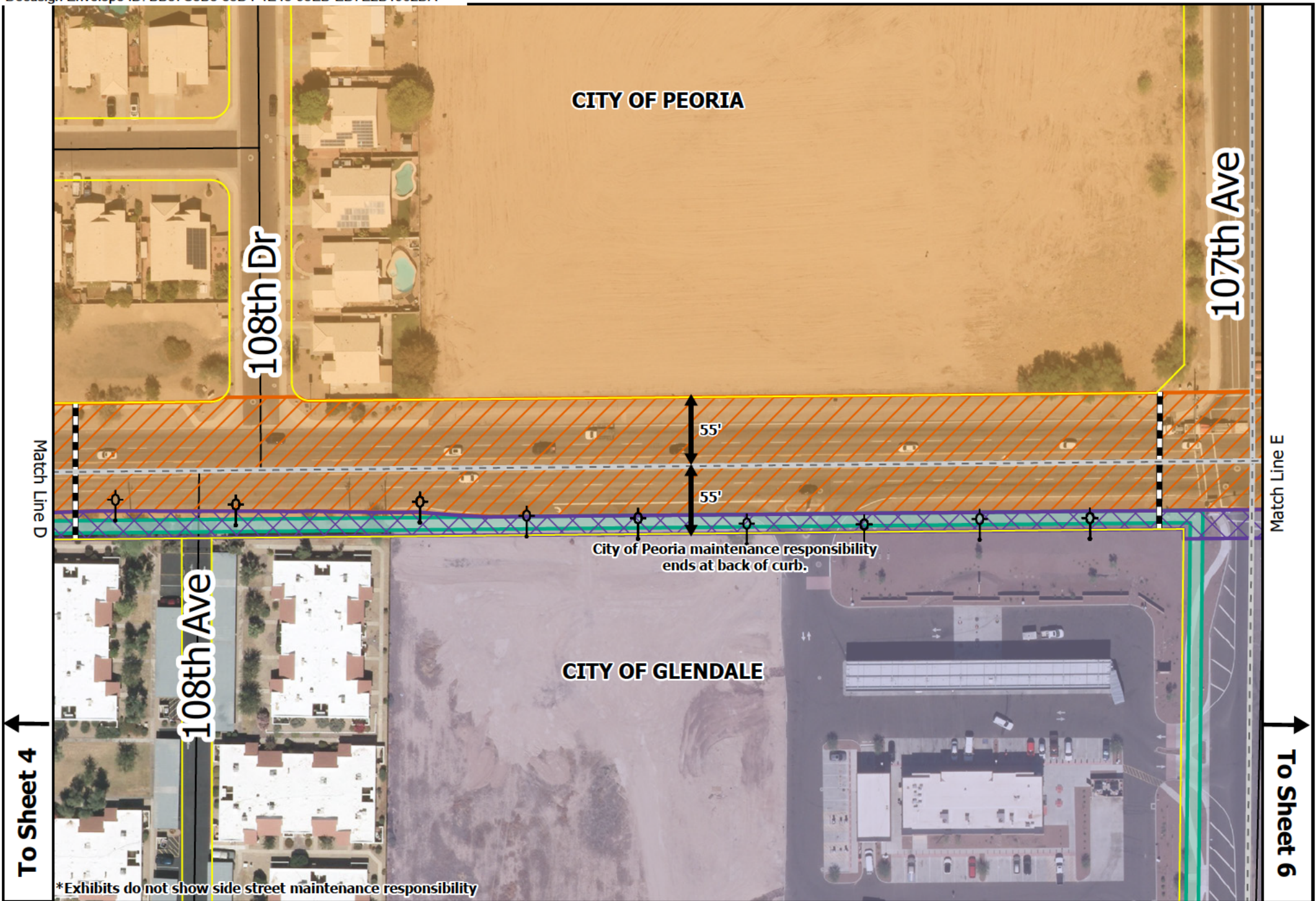
**Jurisdiction**

	Glendale
	Peoria
	Unincorporated Maricopa County

	Glendale Maintenance Area		Match Line
	Peoria Maintenance Area		Right-Of-Way
	Glendale 10 Foot Strip Annex		Streetlight

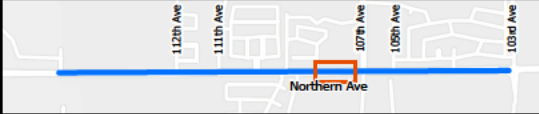
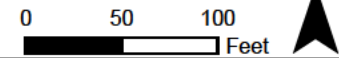
	Section Line
	Traffic Signal

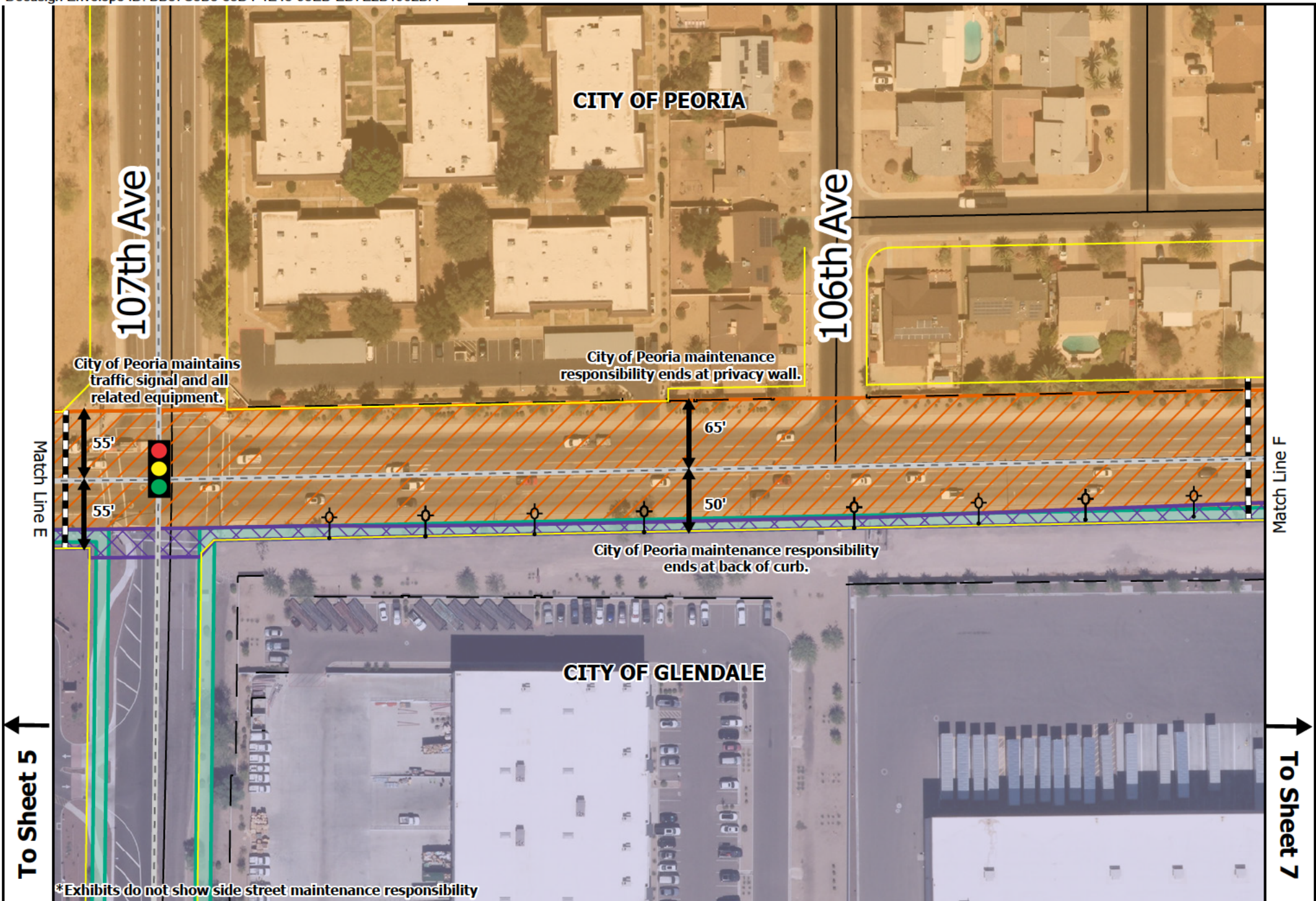




\*Exhibits do not show side street maintenance responsibility

<b>Jurisdiction</b>	Glendale Maintenance Area	Match Line	Section Line
Peoria	Peoria Maintenance Area	Right-Of-Way	Traffic Signal
Unincorporated Maricopa County	Glendale 10 Foot Strip Annex	Streetlight	



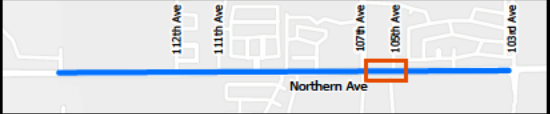
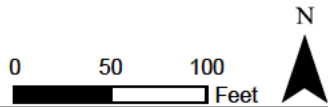


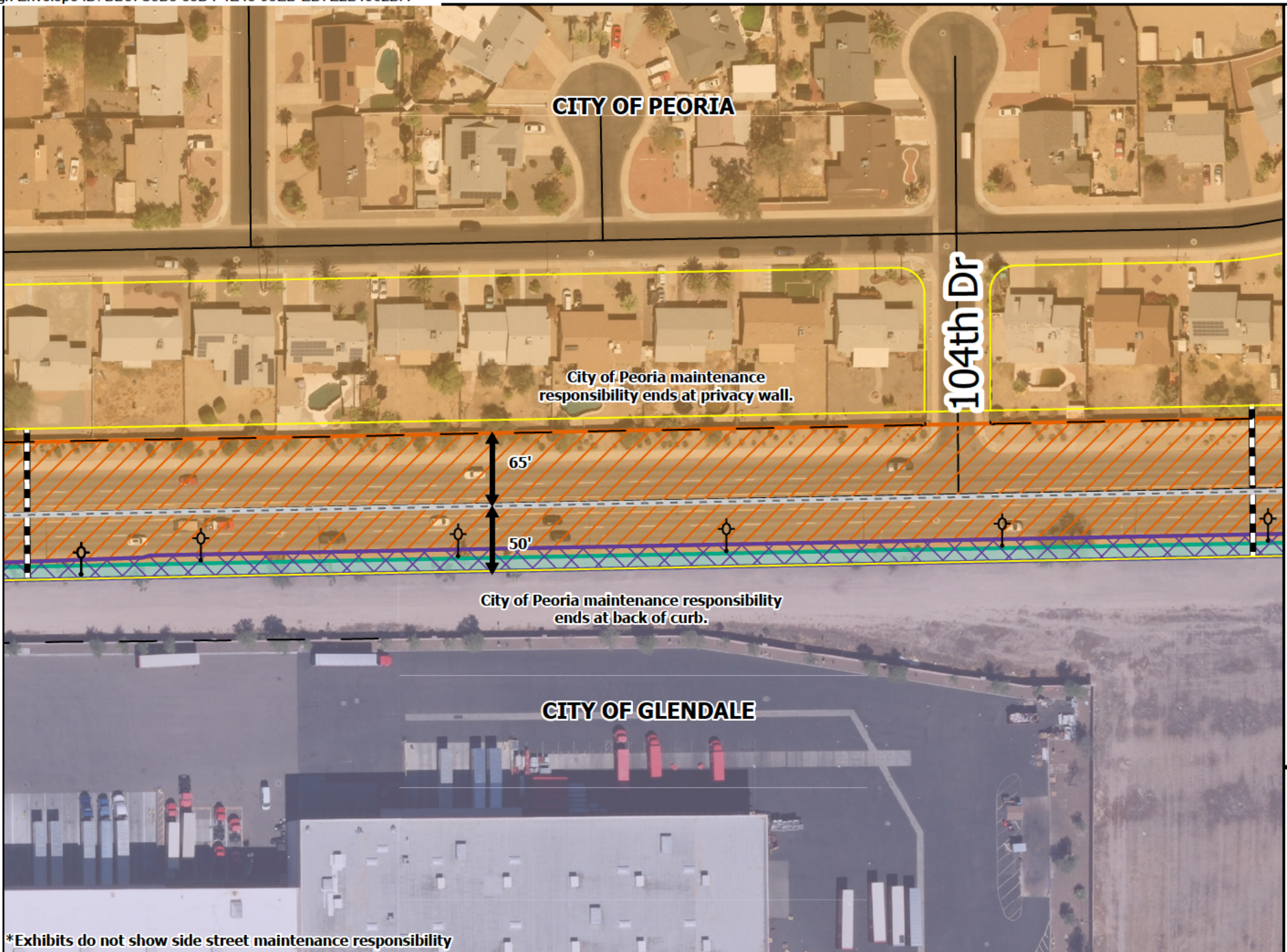
**Jurisdiction**

	Glendale
	Peoria
	Unincorporated Maricopa County

	Glendale Maintenance Area		Match Line
	Peoria Maintenance Area		Right-Of-Way
	Glendale 10 Foot Strip Annex		Streetlight

	Section Line
	Traffic Signal





**CITY OF PEORIA**

City of Peoria maintenance responsibility ends at privacy wall.

**104th Dr**

65'

50'

City of Peoria maintenance responsibility ends at back of curb.

**CITY OF GLENDALE**

Match Line F

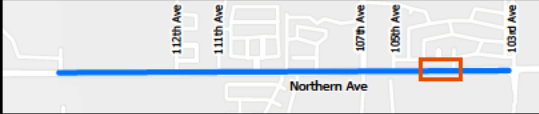
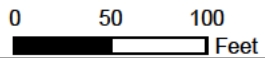
Match Line G

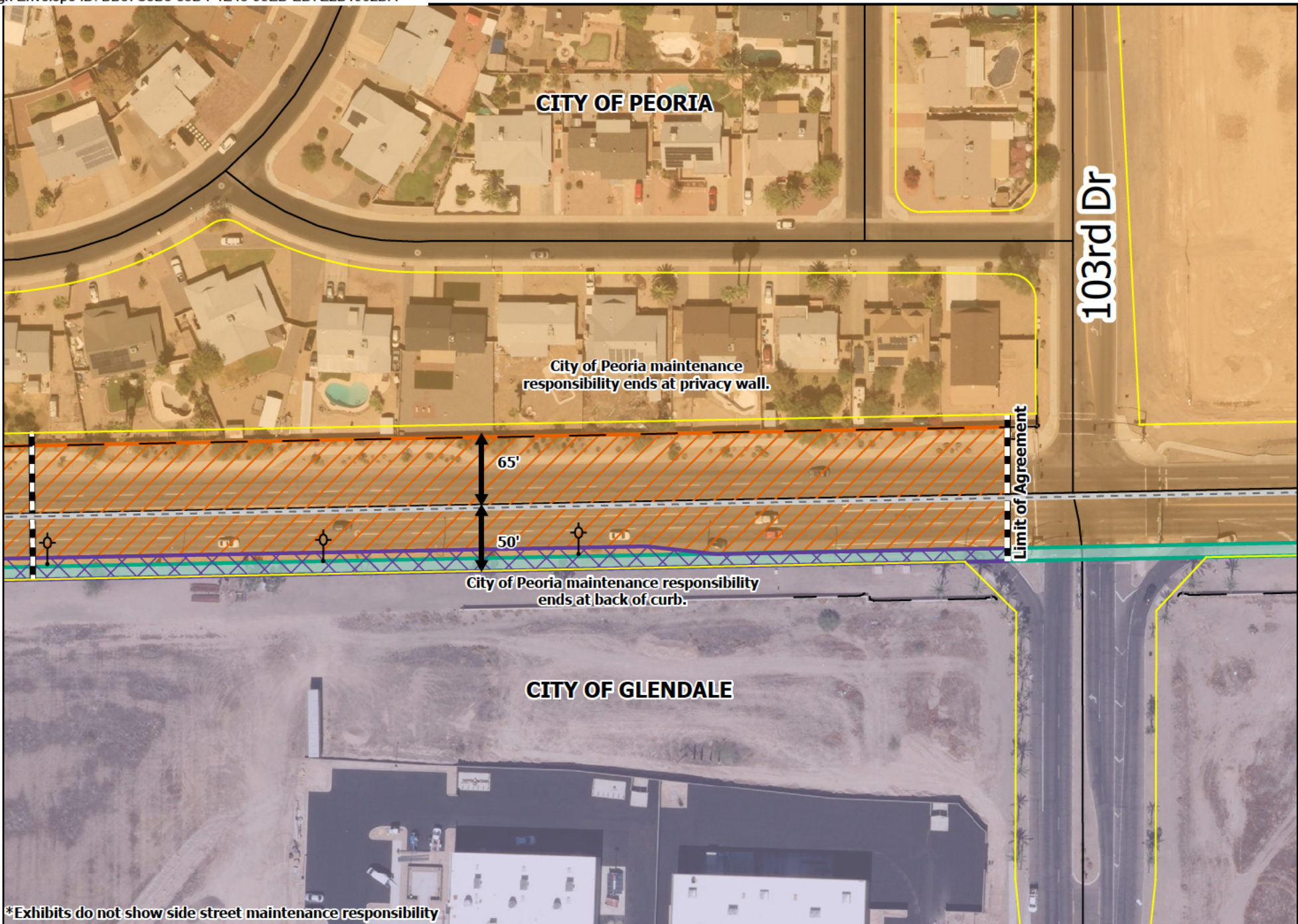
To Sheet 6

To Sheet 8

\*Exhibits do not show side street maintenance responsibility

Jurisdiction		Match Line		Section Line	
Glendale	Glendale Maintenance Area	Match Line	Match Line	Section Line	Traffic Signal
Peoria	Peoria Maintenance Area	Right-Of-Way	Right-Of-Way		
Unincorporated Maricopa County	Glendale 10 Foot Strip Annex	Streetlight			





Match Line G

103rd Dr

CITY OF PEORIA

City of Peoria maintenance responsibility ends at privacy wall.

Limit of Agreement

65'

50'

City of Peoria maintenance responsibility ends at back of curb.

CITY OF GLENDALE

To Sheet 7

\*Exhibits do not show side street maintenance responsibility

**Jurisdiction**

	Glendale
	Peoria
	Unincorporated Maricopa County

	Glendale Maintenance Area		Match Line
	Peoria Maintenance Area		Right-Of-Way
	Glendale 10 Foot Strip Annex		Streetlight

	Section Line
	Traffic Signal

