

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF MARICOPA AND THE  
MARICOPA UNIFIED SCHOOL DISTRICT  
REGARDING FARRELL ROAD IMPROVEMENTS**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this 18<sup>th</sup> day of July, 2023 (the “Effective Date”), by and between the City of Maricopa, an Arizona municipal corporation (“City”), and the Maricopa Unified School District #20 (“District”), individually referred to herein as a “Party” and collectively referred to herein as “Parties”.

**RECITALS**

**WHEREAS**, the Parties are authorized to enter into this Agreement by A.R.S. §§ 11-951 et. seq., and 15-342(13); and

**WHEREAS**, the District is the owner of the real property legally described or depicted on Exhibit “A” attached hereto, commonly known as Desert Sunrise High School (the “Property”); and

**WHEREAS**, City rules and regulations required certain offsite improvements be made by the District to Farrell Road as a result of the construction of Desert Sunrise High School on the Property; and

**WHEREAS**, District has represented to the City that development of Farrell Road is also required by the District’s purchase agreement for the Property; and

**WHEREAS**, Phase 2 improvements to the High School is expected to be complete prior to the requisite improvements on Farrell Road being constructed; and

**WHEREAS**, the District is currently working to secure the necessary permits to commence construction of the Farrell Road improvements including, but not limited to, permits necessary from MSIDD, and will commence construction after receipt of such permits; and

**WHEREAS**, the District has approved funding in the amount of \$8,500,000.00 during Fiscal Year 2023-2024 and expects to approve funding in the same amount during Fiscal Year 2024-2025 to tile the MSIDD canal and will secure additional funding to complete the requisite Improvements as set forth herein; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the obligations of each Party related to the completion of the High School and the requisite improvements to Farrell Road.

**AGREEMENT**

**NOW, THEREFORE**, the Parties, pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**I. Farrell Road Improvements**

The District hereby acknowledges and agrees that it is solely responsible for the construction of the improvements on Farrell Road as more specifically described by the improvements plans approved by the City attached hereto as Exhibit “B” (the “Improvements”). The District will use best efforts to acquire necessary permits from MSIDD and to proceed promptly and diligently with completion of the Improvements. Once necessary permits have been acquired, the District agrees that construction of such Improvements shall be completed in accordance with City standards and accepted by the City within twenty-four (24) months.

In the event the Improvements are not completed within twenty-four (24) months after the District obtains necessary permits, the City shall have the right, but shall not be obligated to, complete the Improvements and be reimbursed by the District for any and all costs incurred by the City related thereto.

**II. Issuance of City Permits**

The City hereby acknowledges and agrees that a certificate of occupancy will be issued for Phase 2 of Desert Sunrise High School upon completion of construction of Phase 2 in accordance with standard City rules and regulations.

**III. Indemnification**

**Intentionally omitted.**

**IV. Miscellaneous Provisions**

**a.** The terms, conditions, and provisions of this Agreement shall remain in full force and effect until the Improvements have been completed and accepted by the City.

**b.** The City assumes no liability of financial responsibility for the Improvements. The District is solely responsible for complying with all applicable laws, rules and regulations, for any funding required to complete the Improvements and for any claims due to delays, change orders or other circumstances.

**c.** Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.

**d.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.

**e.** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City: City of Maricopa  
Attn: City Manager  
39700 Civic Center Plaza  
Maricopa, AZ 85138

If to District: Maricopa Unified School District  
Attn: Superintendent  
45012 West Honeycutt Avenue  
Maricopa, AZ 85139

**f.** The failure of City or District to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right of privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

**g.** Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.

**h.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. If there is a dispute that is subject to the mandatory provisions of ARS 12-133, the parties shall submit the matter to non-binding arbitration. In the event either party shall bring suit to enforce any term or condition in this Agreement, it is mutually agreed that the prevailing Party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

**i.** This Agreement and any attachments represent the entire Agreement between City and District and supersedes all prior negotiations, representations or agreements, either express or implied, written or oral regarding the Access Area. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

**j.** Both parties shall comply with all applicable State and Federal employment laws, rules, and regulations including the Americans with Disabilities Act and Executive Order 2009-09, which requires that all persons shall have equal access to employment opportunities regardless of race, color, religion, sex, age, national origin or political affiliation.

**k.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

**l.** The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

MARICOPA UNIFIED SCHOOL  
DISTRICT #20

CITY OF MARICOPA

By \_\_\_\_\_  
Board President

By \_\_\_\_\_  
Nancy Smith, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Vannessa Bueras, MMC  
City Clerk

APPROVED:

APPROVED:

\_\_\_\_\_  
David J. Cantelme  
Cantelme & Brown, PLC  
For the Maricopa School District

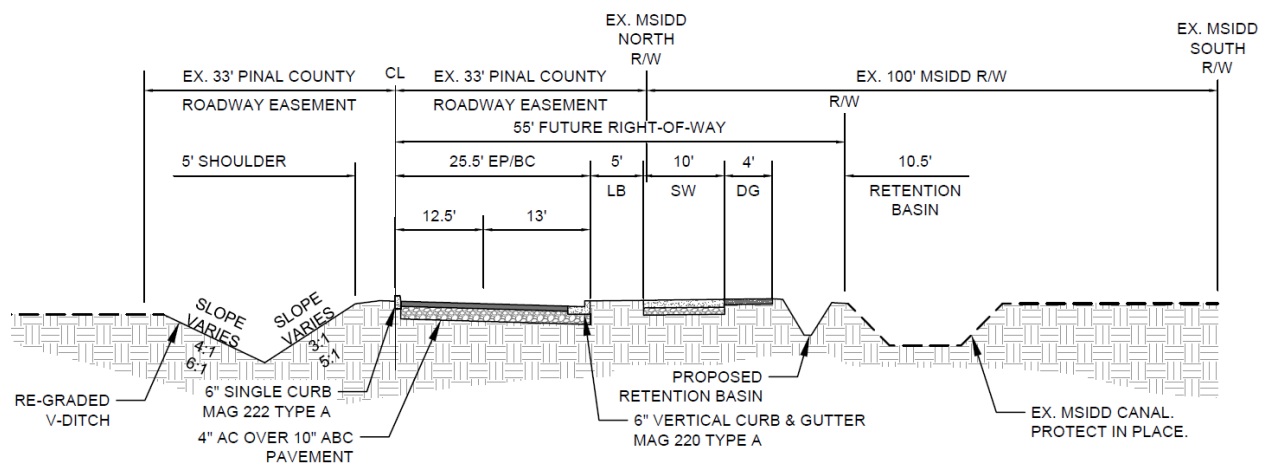
\_\_\_\_\_  
Denis M. Fitzgibbons,  
City Attorney

**EXHIBIT A**  
**District Property**

# EXHIBIT B

## IMPROVEMENTS

Relocation and underground of MSIDD Channel south of Farrell Road between Hartman Rd and Murphy Rd. Design and construction of half street improvements including landscape, sidewalk, curb, gutter, pavement, decorative type streetlights, signing and striping per City's standards and approved plans.



FARRELL ROAD (LOOKING EAST)  
N.T.S.