

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF SOTTSDALE AND THE TOWN OF PARADISE VALLEY**

This intergovernmental agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Scottsdale, an Arizona municipal corporation ("City") and the Town of Paradise Valley, a municipal corporation of the State of Arizona ("Town"), collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Arizona Revised Statutes Sections 11-952(A), et seq. provides that public agencies, including municipal corporations, may enter into intergovernmental agreements for the provision of services, or joint or cooperative action.

2. Article 1, Section 3-1 of the Scottsdale City Charter authorizes the City to enter into intergovernmental agreements with various public agencies, including other municipalities.

3. Town is authorized to enter into intergovernmental agreements with various public agencies, including other municipalities pursuant to Arizona Revised Statutes, Section 11-952 and the Town of Paradise Valley Resolution No. 2018-32.

4. Both City and Town perform plan review permitting and inspection services for the construction of improvements within their jurisdictions.

5. Five Star Development Resort Community ("Developer") is developing the Palmeraie mixed use project ("Project") located west of Scottsdale Road and South of Indian Bend Road. When completed the project will be located in both the Town and City.

6. As part of the Project, Developer will design and construct road and other improvements as generally depicted on Exhibit A, Depiction of Property, attached hereto. The improvements are described detail in ATWELL Civil Improvement Plans for Palmeraie Phase 1 dated 2/26/2021 and Civ Tech Pavement Marking and Signing Plans dated 10/2019 (as may be revised), submitted to and currently under review by the City of Scottsdale (collectively "Plans"), and include, but are not limited to: a roundabout on Indian Bend Road approximately 595 feet west of Scottsdale Road ("Roundabout"); a roadway segment connecting the Roundabout to the existing terminus of Indian Bend Road (approximately 765' west of Scottsdale Road); a north/south road (currently known as Cinque Stelle Blvd.) located along the jurisdictional boundary of the City and Town running from the south leg of Roundabout to the 6750 North Scottsdale Road alignment; and a box culvert to connect to the existing Indian Bend Road storm drain (collectively "Improvements"). Improvements will be located both in the Town and City.

7. City and Town wish to cooperate in allowing one municipality to perform plan review, permitting, and inspection services for the design and construction of the roundabout, and coordinate future maintenance responsibilities for the roundabout and street pavement on Indian Bend Road west of Scottsdale Road to the eastern line of the crosswalk on the eastern leg of the roundabout.

8. The Parties wish to designate City as the lead agency for purposes of plan review,

permitting and inspecting construction work, and design approval of the improvements within the roadway profiles of Indian Bend Road and Cinque Stelle Blvd, including utilities, except that City shall not approve or permit construction of the Roundabout without the prior consent of the Town.

9. These operations are necessary for the benefit of the citizens and businesses of both municipalities.

10. The Parties understand the terms of this Agreement, having negotiated it freely with an opportunity to consult with an attorney, and now enter it freely.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

## TERMS

1.0. Recitals. The forgoing recitals are incorporated in this Agreement by this reference.

2.0. General. In the performance of this Agreement, the following general provisions will apply.

2.1. Applicability of City's Codes, Rules, and Regulations.

a. The Parties agree that the City will perform all plan review, permitting and inspections of the Improvements for compliance with the City's codes, design standards and policies manual, and drainage ordinances.

b. All plans submitted to City for review shall be in a digital format.

c. The scope of work in the Developer's plans and the construction documents must be fully shown and described in sufficient detail to allow the City to properly evaluate the design and construction work.

d. The Parties agree that the proposed Improvements shall be located in each jurisdiction's public rights-of-way or easements and permits for construction shall not be issued for Improvements on private property. The Developer shall be responsible to follow each jurisdiction's right-of-way and/or easement entitlement process, as applicable.

e. Upon completion of the work, City and Town shall be provided a full set of as built plans/drawings by the applicant.

3.0. City's Responsibilities. For the term of this Agreement and any renewal hereof, unless otherwise expressly provided herein, City shall be responsible for the following:

3.1. Plan Review, Permitting, Inspection Services, and Street Maintenance.

a. City will perform all construction plan review, permitting, and

inspections for the roundabout, including reviewing Developer's plans for drainage and retention of water.

b. City will issue required permits allowing construction of the Improvements only after the following: 1) City has reviewed and approved Developer's plans; and 2) Town has reviewed and approved Developer's plans approved by City. City will coordinate with Town regarding design and aesthetics of the Roundabout.

c. The City will inspect the construction work in accordance with its standard procedures for Civil Encroachment Permits.

d. At its cost City will maintain all asphalt pavement and adjacent curb and gutter on Indian Bend Road from the eastern line of the crosswalk on the eastern leg of the Roundabout to Scottsdale Road. The City will be responsible for maintenance of the ADA ramps at the northwest and southwest corners of the intersection of Scottsdale Road and Indian Bend Road. The City and Town will coordinate on pavement maintenance rehabilitation schedules to ensure Indian Bend Road pavement treatments are applied in conjunction with each other. The City maintenance will include all traffic controls on this section of Indian Bend Road. The area of maintenance is as depicted on Exhibit B.

e. The City will not be responsible for maintaining landscaping in the median located just east of the Roundabout's eastern leg crosswalk, or sidewalk and landscaping along the north half of Indian Bend Road in the section of roadway described in in paragraph 3.1(d) and as depicted on Exhibit B.

4.0. Town's Responsibilities. For the term of this Agreement, including any extension of it, unless otherwise expressly provided herein, Town shall be responsible for the following:

a. Town shall respond to City's request for information and provide information within its control within five (5) business days after receiving the request.

b. After construction is completed and accepted by both the City and Town, at its cost, Town will maintain the following, as generally depicted on Exhibit B:

1. Defined Roundabout area.

2. All asphalt pavement, adjacent curb and gutter, sidewalks and median landscaping on Indian Bend Road right-of-way from Mockingbird Lane to the eastern line of the crosswalk on the eastern leg of the Roundabout. The Town maintenance will include all traffic controls on this section of Indian Bend Road.

3. The sidewalk and landscaping along the north half of Indian Bend Road in the section of Roadway described in Section 3.1(d). The Town will not be responsible for maintenance of the ADA ramps at the northwest and southwest corners of the intersection of Scottsdale Road and Indian Bend Road.

4. Landscaping in the median located just east of the Roundabout's eastern leg.

5. After the initial construction Town shall approve all plan reviews, conduct inspections, and issue permits for the private north/south road known as Cinque Stelle Blvd.

d. Town will conduct zoning and engineering review of Developer's plans for the Improvements and may conduct other plan review of inspections for portions of the Project, or streets adjacent to or servicing the Project. Town shall invoice Five Star and collect fees based on the reasonable hourly rates for the Town staff members who perform or have performed any such review(s) or inspections.

5.0. Cost Sharing.

a. Other than as set forth in this Agreement, the Parties will not be participating in sharing costs.

6.0. Payments.

a. The City plan review fees and City permit fees will be charged in advance in accordance with the fee schedule that has been adopted by the City.

b. Before the City begins review of any plans, all City plan review fees must be paid by the Developer. Before the City conducts any inspections, all City permit fees must be paid by the Developer.

c. If Developer has not previously paid the Town for its plan review services, upon Town's request, the City will attempt to collect from the Developer the amount due the Town for its plan review services prior to issuing a permit for construction of the Improvements.

7.0. Term. The term of this Agreement shall be twenty (20) years from its effective date, subject to earlier termination in accordance with the terms and conditions of the Agreement. This Agreement may be renewed for additional terms upon approval of the Parties' respective governing bodies.

8.0. Indemnification. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any negligent act, omission or willful misconduct of the indemnifying party or its employees, agents or invitees.

9.0. Termination. This Agreement may be terminated by either Party for any or no reason upon giving ninety (90) days written notice to the other Party. Neither Party shall be entitled to damages of any kind as a result of the termination of this Agreement under this section.

10.0. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to Town:

Town of Paradise Valley  
Director of Community Development  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253  
Attn: Director of Community Development

With copy to:

Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253  
Attention: Town Attorney

If to City:

City of Scottsdale  
3939 Drinkwater Boulevard  
Scottsdale, Arizona 85251  
Facsimile: 480-312-4000  
Attn: Transportation Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11.0. Contract Administrators. Each Party shall have a contract administrator ("Contract Administrator") to be the official contact for the Party in the performance of this Agreement and any Extension of it. The Contract Administrator for Scottsdale shall be the Traffic Engineering and Operations Director. The Contract Administrator for Paradise Valley shall be the Town Engineer.

12.0. Miscellaneous.

a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

b.

13.0 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party of this Agreement with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

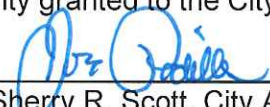
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
David D. Ortega, Mayor

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the City, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.

  
\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Joe Padilla, Deputy City Attorney

(Signatures continue on following page)

TOWN OF PARADISE VALLEY, a  
municipal corporation of the State of  
Arizona

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

\_\_\_\_\_  
By: Jerry Bien-Willner  
Its Paradise Valley Mayor

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the Town, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the Town.

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Andrew J. McGuire, Town Attorney

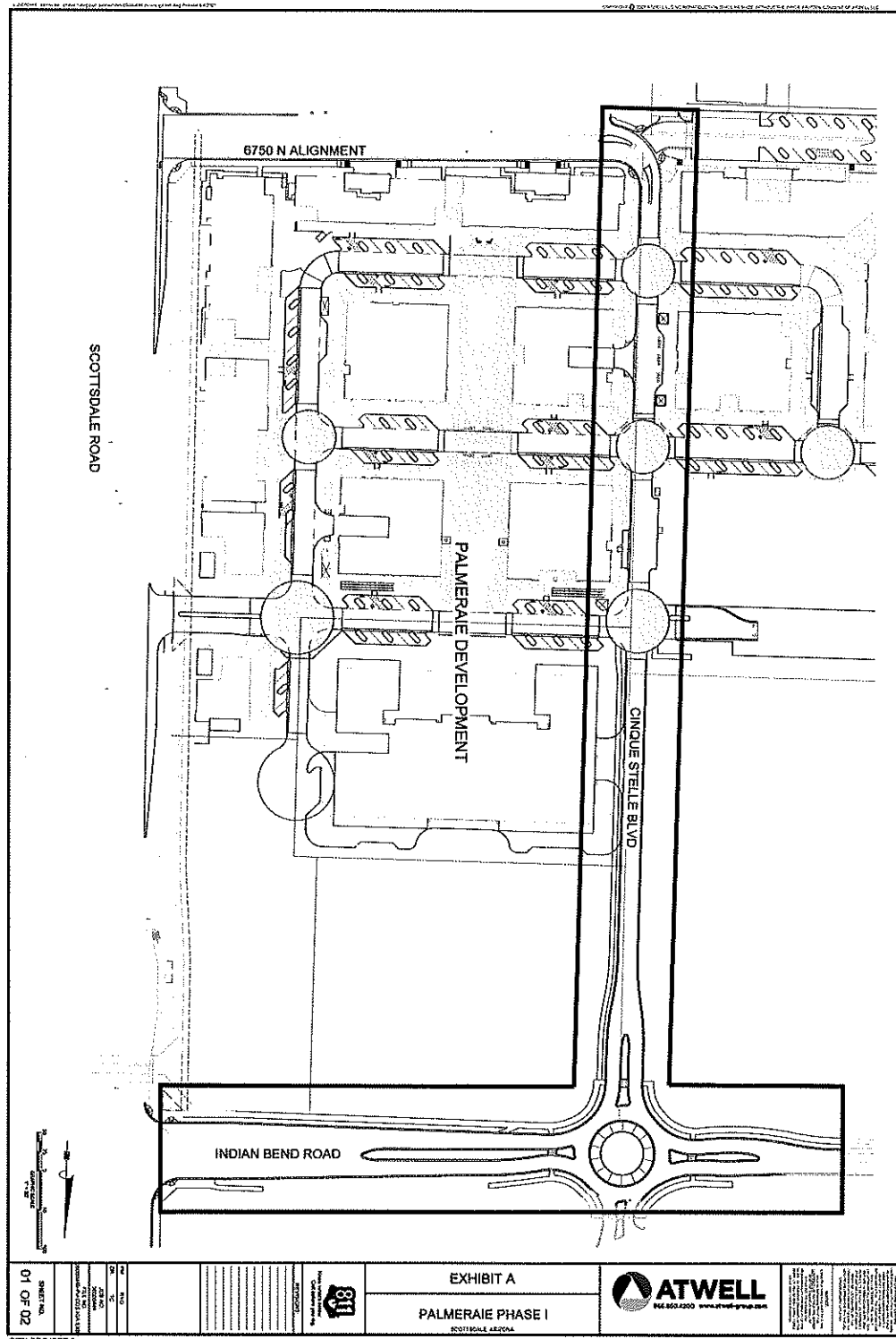


EXHIBIT A – Page 1 of 1



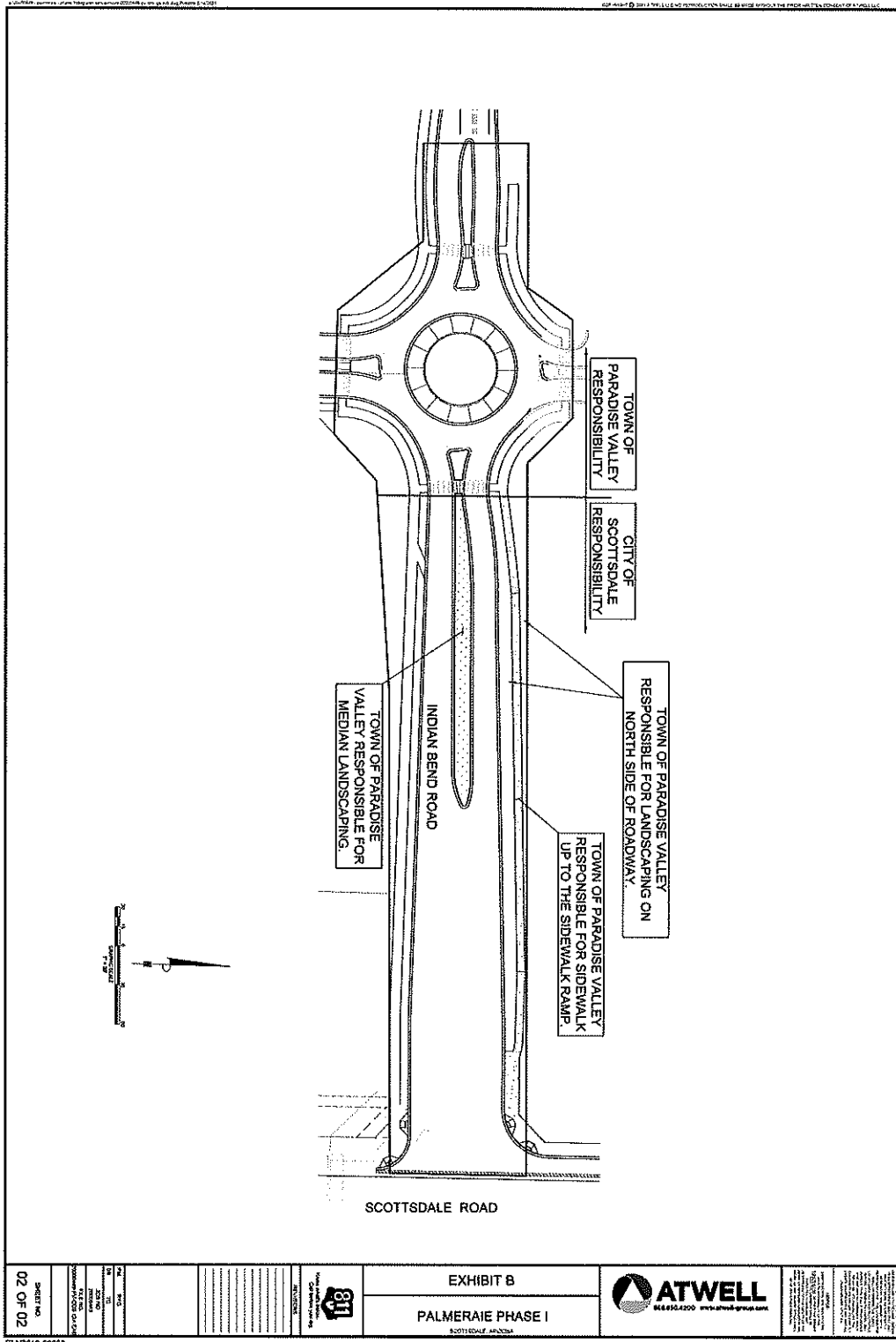


EXHIBIT B – Page 1 of 1