

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: WC
Amend No. _____

Date prepared: January 26, 2009

Council Meeting Date: March 3, 2009

TO: Carl Swenson, City Manager
THROUGH: Susan J. Daluddung, Deputy City Manager
FROM: Andrew Granger, P. E., City Engineer
THROUGH: Dan Nissen, P. E., Assistant City Engineer
PREPARED BY: Burton Charron, P. E., CFM, Senior Civil Engineer

SUBJECT: Approval of an Intergovernmental Agreement between the Flood Control District of Maricopa County, Maricopa County Department of Transportation and the City of Peoria for the Design, Rights-of-Way Acquisition, and Utility Relocations for the Pinnacle Peak Road Channel, 99th Avenue to Agua Fria River (Project No. SS-0704)

RECOMMENDATION:

Discussion and possible action to approve the attached Intergovernmental Agreement with the Flood Control District of Maricopa County and Maricopa County Department of Transportation for the design, rights-of-way acquisition, and utility relocations for Pinnacle Peak Road Channel and roadway improvements, 99th Avenue to Agua Fria River, and authorize the City Manager to execute the agreement. The City's share of the design, right-of-way acquisition, and utility relocations is estimated at \$4,400,000.

SUMMARY:

The Glendale-Peoria Area Drainage Master Plan Update (G-PADMP), which was adopted by the City of Peoria, made recommendations for projects that provide regional drainage protection to the areas of most need within the region. The Pinnacle Peak Road Channel is the next project from the list of recommended projects in the G-PADMP based on priority. The area protected with the construction of this project lies downstream (south) of Pinnacle Peak Road between 99th Avenue and the Agua Fria River. The primary areas protected by the facilities lie within both the City and

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 01609 LIC. # _____
Action Date: _____

Council Communication
Pinnacle Peak Road Channel, 99th Ave. to Agua Fria River
Drainage Improvements IGA
March 3, 2009

Unincorporated County, thus the Flood Control District of Maricopa County participation. In concert with the drainage improvements, the City is also working with Maricopa County Department of Transportation (MCDOT) to design, acquire right-of-way and relocate utilities for roadway improvements, to Pinnacle Peak Road from 99th Avenue to 107th Avenue and 102nd Avenue from Planada Lane to Pinnacle Peak Road. 102nd Avenue is designed to facilitate improved access to the Pinnacle Peak Public Safety Facility.

This Intergovernmental Agreement between the Flood Control District, MCDOT and City of Peoria is specifically for the funding and administrative responsibilities for the design, rights-of-way acquisition, and utility relocations for the Pinnacle Peak Road Channel Drainage Improvements. A second Intergovernmental Agreement will be presented to Council at a future date to establish responsibilities for construction, construction management, and maintenance of the improvements. Staff has coordinated with the other agencies to estimate the cost of construction and construction management and has recommended the appropriate adjustments to the project budgets in the *Capital Improvement Program*.

The Intergovernmental Agreement has been reviewed and approved as to form, by the City Attorney's Office.

FISCAL NOTE:

Payment for the first half of the City's cost share for design services, due in FY2009 and estimated at \$387,500, will be from the Pinnacle Peak Channel; 87th Avenue to Agua Fria Bond Fund Storm Drain System Account 4220-4220-543004-CIPDR-EN00134DS (\$274,248) and the Pinnacle Peak Road; 107th Avenue to 91st Avenue Streets Development Zone 2 Street System Account 7002-7052-543001-CIPST-EN00151DS (\$113,252).

The City's cost share for right-of-way acquisition, utility relocation, and the remaining design services are budgeted for FY2010. Construction and construction management are budgeted for FY2012.

ATTACHMENTS:

1. Attachment A – IGA Responsibility Breakdown
2. Attachment B – Vicinity Map
3. Intergovernmental Agreement

ATTACHMENT A

IGA Responsibility Breakdown

The IGA identifies and defines the significant responsibilities of the Flood Control District, MCDOT and City of Peoria as follows:

District's Responsibility

- 1). The District shall, fund 50% of Drainage Project Costs, estimated to be \$4,800,000 making the District's estimated share \$2,400,000.
- 2). The District shall serve as the lead agency for the design, right-of-way acquisitions and utility relocations for both the combined Drainage and Roadway Project, including Public Involvement.
- 3). The District will be responsible for invoicing Peoria for the City's share of Project Costs.
- 4). Cause to be relocated conflicting utilities within District's rights-of-way, and coordinate with Peoria and MCDOT for the relocation of conflicting utilities within the respective agency's rights-of-way. Utilities without prior rights will be caused to be relocated by the District, MCDOT and/or Peoria at the owner's expense and at no cost to the Project. Utilities with prior rights will be relocated at the cost to the combined Drainage and Roadway Project

City's Responsibility

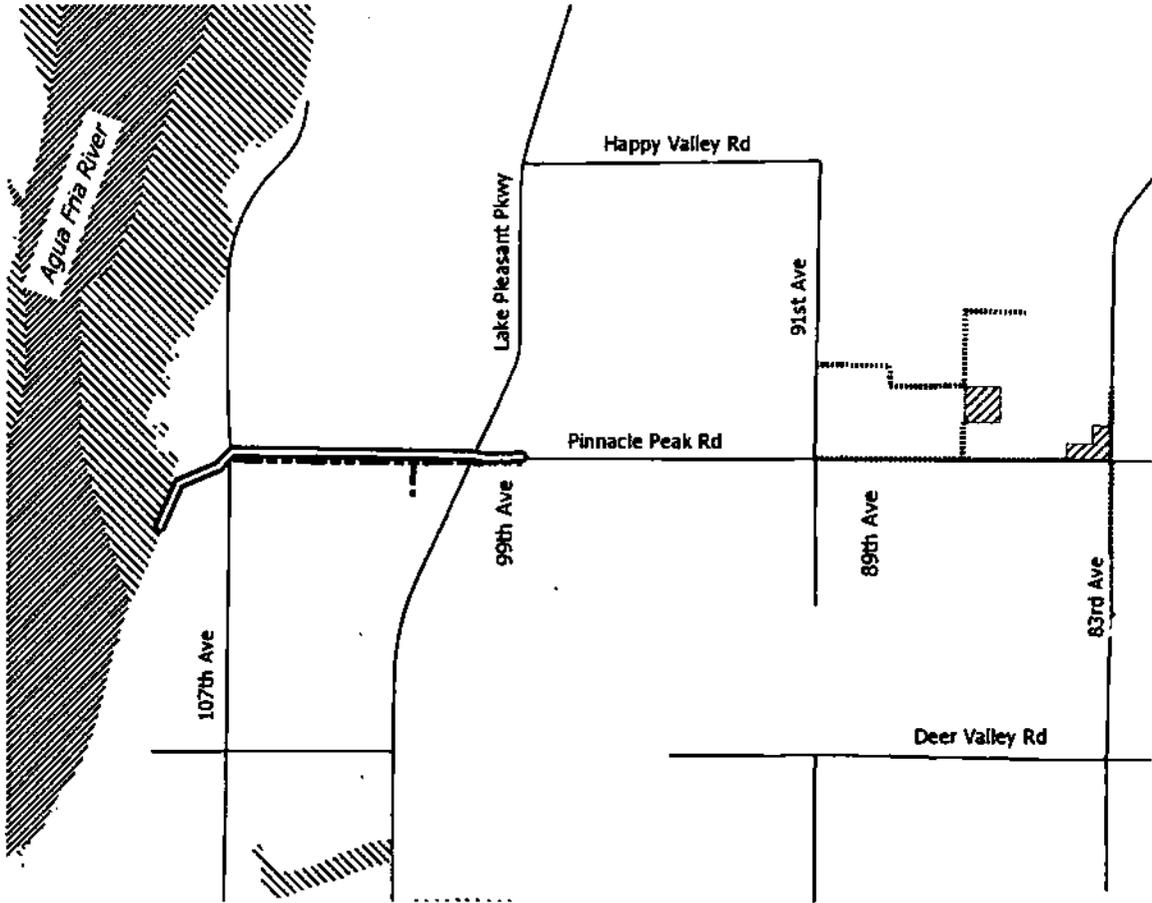
- 1). The City shall fund and reimburse a 50% share of the Drainage Project Costs, making the City's estimated share \$2,400,000. The City shall also fund and reimburse 100% of the Roadway Project Costs, making Peoria's estimated share \$2,000,000. The City's total estimated cost share for the combined Drainage and Roadway Project is \$4,400,000.
- 2). The City shall fund and reimburse all costs associated with requests by Peoria, that exceed the District's policy, including any additional design, rights-of-way and utility relocations needed for such requests.
- 3). Participate in public involvement activities and act as the lead with respect to resolving public involvement issues regarding roadway improvement.
- 4). Provide all City owned and controlled rights-of-way, necessary for the Project, at no cost to the Project.
- 5). Cause to be relocated conflicting utilities within Peoria rights-of-way. Utilities without prior rights will be caused to be relocated by Peoria at the owner's expense and at no cost to the Project.

MCDOT's Responsibility

- 1). Acquire the rights-of-way required for the roadway portion of the through negotiated purchase or buy use of eminent domain, and if necessary authorize and support condemnation actions.
- 2). Participate in public involvement activities with respect to resolving public involvement issues regarding roadway improvement.
- 3). Provide all County owned and controlled rights-of-way, necessary for the Project, at no cost to the Project.
- 4). Support the District in causing to be relocated, at no cost to the Project, all conflicting utilities within County jurisdiction, in place by permit and/or without prior rights.

ATTACHMENT B

Vicinity Map



Legend

-  Proposed Open Channel
-  Proposed Roadway Improvements
-  83rd Avenue and Pinnacle Peak Road Drainage Project (450.02.33)
-  Existing Basin



0.5 0.25 0 0.5 Miles



When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

INTERGOVERNMENTAL AGREEMENT

for the

Design, Rights-of-Way Acquisition, and Utility Relocations

of the

**Pinnacle Peak Road Channel
99th Avenue to Agua Fria River
among**

The Flood Control District of Maricopa County

the

The City of Peoria

and

Maricopa County

IGA FCD 2008A013

Agenda Item C-69-09-XXX-X-XX

This Agreement is entered into by and among the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors hereinafter called the DISTRICT; the City of Peoria, a municipal corporation, acting by and through its City Council, hereinafter called the CITY; and Maricopa County, a political subdivision of the State of Arizona, acting by and through its Department of Transportation hereinafter called the COUNTY.

This Agreement shall become effective as of the date it has been executed by all parties.

DATE FILED WITH MARICOPA COUNTY RECORDER _____

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. The CITY is empowered by Arizona Revised Statutes Section 11-951 as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.
3. The COUNTY is empowered by Arizona Revised Statutes Section 11-251 as amended, and Section 28-6701 as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.

BACKGROUND

4. On December 5, 2001 the Board of Directors of the DISTRICT (Board) adopted Resolution FCD 2001R012 (C-69-02-058-6-00) authorizing the DISTRICT to negotiate Intergovernmental Agreements (IGA) for the Glendale/Peoria Area Drainage Master Plan (ADMP) Update Projects.
5. The proposed Pinnacle Peak Road Channel from 99th Avenue to the Agua Fria River is a recommended component of the Glendale/Peoria ADMP Update.
6. The proposed Pinnacle Peak Road Channel from 99th Avenue to the Agua Fria River is intended to provide the following benefits:
 - Provide flood protection to properties west and south of 99th Avenue and Pinnacle Peak Road.
 - Safely convey the 100-year flood flows to the Agua Fria River.
7. In October 2007 the COUNTY has prepared the Pinnacle Peak Road Design Concept Report – 107th Avenue to 83rd Avenue (DCR). The DCR recommends that channel and roadway improvements for Pinnacle Peak Road from 99th Avenue to 107th Avenue be implemented together. The CITY intends to implement roadway improvements for Pinnacle Peak Road from 99th Avenue to 107th Avenue, including improvements to 102nd Avenue from La Planada Drive to Pinnacle Peak Road, in conjunction with the channel project along this corridor. However, portions of the rights-of-way for the roadway improvements lie outside of the CITY's boundaries and within the COUNTY's jurisdiction. After the channel and roadway improvements are completed, the CITY intends to annex those portions of the right-of-way. Rights-of-way for 102nd Avenue improvements lie within the CITY's boundaries. After the channel and roadway improvements are completed, the CITY intends to own and maintain the 102nd Avenue roadway and right-of-way.
8. The DISTRICT plans to transfer to the CITY channel rights-of-way acquired for the Pinnacle Peak Road Channel upon completion of construction and acceptance, which is anticipated to be accomplished under a separate IGA. Any land and/or property purchased by the DISTRICT and conveyed to the CITY shall be for specific flood control purposes, and should that land and/or property cease to be used for flood control purposes, said title to such

property shall revert back to the DISTRICT. Said reversion shall be effectuated through judicial proceedings instituted by the DISTRICT in a court of general jurisdiction in the State of Arizona. If all or a part of this property is subsequently sold by the CITY, there shall be a restriction on the transfer document that the primary use of the property must continue to be for flood control purposes, or the aforementioned reversionary clause on the transfer deed to the CITY shall be initiated, and the property will be considered reverted back to the DISTRICT. If it is mutually agreed among the DISTRICT, the CITY and the COUNTY that Pinnacle Peak Road Channel property is no longer needed for flood control purposes and therefore available for sale, the CITY may sell the property under the stipulation that the DISTRICT shall be paid its cost share percentage of the original acquisition cost, along with its pro-rata share of any appreciation in land value from the original acquisition price of the property for the Pinnacle Peak Road Channel to the final disposition price at the time that the CITY disposes of the property.

9. The CITY plans to proceed with annexation of the roadway portion rights-of-way acquired under this IGA within ninety (90) days of the completion of the roadway improvements. The COUNTY plans to transfer to the CITY roadway rights-of-way acquired under this IGA upon completion of construction and acceptance of the roadway improvements, and the COUNTY will assist in the administrative process for the annexation of this property into the CITY.

PURPOSE OF THE AGREEMENT

10. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the DISTRICT, the CITY, and the COUNTY, hereinafter called the PROJECT PARTNERS, for the cost-sharing, design, rights-of-way acquisition, and utility relocations for the Pinnacle Peak Channel and Roadway Improvements, 99th Avenue to Agua Fria River Project (PROJECT).

TERMS OF AGREEMENT

11. The CHANNEL PROJECT COST includes design costs, rights-of-way acquisition direct costs (including relocation costs), right-of-way acquisition support costs (including attorney fees, title report fees, appraisal fees, administrative court fees, survey costs, and environmental and archeological survey costs) and utility relocations costs associated with the Pinnacle Peak Road Channel from 99th Avenue to the Agua Fria River.
12. The ROADWAY PROJECT COST includes design costs, rights-of-way acquisition direct costs (including relocation costs), right-of-way acquisition support costs (including attorney fees, title report fees, appraisal fees, administrative court fees, survey costs, and environmental and archeological survey costs) and utility relocations costs associated with the Pinnacle Peak Road improvements from 99th Avenue to 107th Avenue, including 102nd Avenue roadway improvements from Planada Drive to Pinnacle Peak Road.
13. The DISTRICT shall:
 - 13.1 Fund fifty percent (50%) of the CHANNEL PROJECT COST, estimated to be \$4,800,000, making the DISTRICT's estimated share \$2,400,000. DISTRICT funds will

be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be based on the availability of DISTRICT Capital Improvement Program Budget funding.

- 13.2 Serve as lead agency for the design and utility relocations for the PROJECT. The roadway design shall be based on CITY standards.
- 13.3 Upon award of a contract for design of the PROJECT, invoice the CITY for one-half (1/2) of its cost share obligation for design.
- 13.4 Upon completion of the contract for design of the PROJECT, prepare a final accounting including change orders and costs not previously paid and invoice the CITY for their remaining cost share obligation for design.
- 13.5 Acquire the rights-of-way required for the channel improvements portion of the PROJECT through negotiated purchase or by use of eminent domain.
- 13.6 Upon acquisition of rights-of-way for the channel and no more frequently than quarterly, invoice the CITY for its share of the associated CHANNEL PROJECT COST.
- 13.7 Upon relocation of utilities for the PROJECT and no more frequently than quarterly, invoice the CITY for its cost share obligation for the utility relocations to date.
- 13.8 The DISTRICT shall invoice the CITY for the costs for the design of requested non-flood control or additional landscaping features, as described below, and no more frequently than quarterly, as the costs are incurred.
 - 13.8.1 The CHANNEL PROJECT COST may include landscaping and aesthetic features for the channel as allowed by the DISTRICT's "Policy for the Aesthetic Treatment and Landscaping of Flood Control Projects" (Policy). Additional landscape features and roadway landscaping, if compatible with the PROJECT function, may be included in the PROJECT design at the request of the CITY, and solely at the CITY's cost.
 - 13.8.2 Non-flood control related features, if compatible with the PROJECT function, may be included in the PROJECT design at the request of the CITY, with the associated design, rights-of-way acquisition, and utility relocation costs paid solely by the CITY.
- 13.9 With mutual agreement by the DISTRICT and CITY, either party may provide additional up-front funding for the PROJECT, and this up-front funding will be accounted for in the final accounting of the PROJECT.
- 13.10 Be the lead agency for public involvement activities, with support from the CITY and COUNTY.

- 13.11 Provide to the CITY and COUNTY the interim PROJECT design submittals and allow three (3) weeks for review and comment. The DISTRICT shall address and/or incorporate the CITY and COUNTY comments into the PROJECT as appropriate. If the CITY or COUNTY have not responded within the three (3) week review period, it will be assumed that the CITY or COUNTY has no comments.
- 13.12 Cause to be relocated conflicting utilities within the PROJECT limits, and coordinate with the CITY and COUNTY for the relocation of conflicting utilities within the CITY's and COUNTY's rights-of-way. Utilities without prior rights will be relocated at the owner's expense and at no cost to the PROJECT. Costs of relocating municipal utilities and other utilities that conflict with the drainage improvements and that have prior rights shall be a shared CHANNEL PROJECT COST; fifty percent (50%) the DISTRICT's cost and fifty percent (50%) the CITY's cost. Costs of relocating municipal utilities and other utilities that conflict with the roadway improvements and that have prior rights shall be considered a ROADWAY PROJECT COST, one hundred percent (100%) at the CITY's expense.
- 13.13 Provide all of the DISTRICT owned and controlled rights-of-way necessary for the PROJECT, and not specifically purchased for this PROJECT, at no cost to the PROJECT.
- 13.14 Serve as lead agency for the Conditional Letter of Map Revision (CLOMR) and the Letter of Map Revision (LOMR) process to the Federal Emergency Management Agency (FEMA) to reduce the limits of the current delineated floodplain due to the construction of the PROJECT. The cost to process the CLOMR is included in the CHANNEL PROJECT COST and shared fifty percent (50%) by DISTRICT and fifty percent (50%) by CITY.
- 13.15 Obtain the United States Army Corps of Engineer's (USACE) Section 404 Environmental Permit. The total costs for obtaining the permit and for the required mitigation will be considered a CHANNEL PROJECT COST and shared fifty percent (50%) by DISTRICT and fifty percent (50%) by CITY.

14. The CITY shall:

- 14.1 Fund fifty percent (50%) of the CHANNEL PROJECT COST estimated to be \$4,800,000, making the CITY's estimated share of the CHANNEL PROJECT COST equal to \$2,400,000; and 100 percent (100%) of the ROADWAY PROJECT COST, estimated to be \$2,000,000, making the CITY'S total estimated cost share for the PROJECT equal to \$4,400,000. CITY funds will be from its general fund.
- 14.1.1 Within thirty (30) calendar days of receipt of an invoice from the DISTRICT or the COUNTY as identified in this Agreement, reimburse the DISTRICT or COUNTY its cost share obligation.

- 14.1.2 Upon mutual agreement by the DISTRICT and CITY, either party may provide additional up-front funding for the PROJECT, and this up-front funding will be accounted for in the final accounting of the PROJECT.
 - 14.1.3 Upon request of the COUNTY or DISTRICT, pay directly any and all expenses incurred for all acquisition costs associated with the right-of-way acquisition for the roadway project and the CITY's proportional share of the channel project, including, but not limited to: rights-of-way acquisition, relocation costs, title examinations and reports, property appraisals, support surveys such as environmental and archeological, cost of acquisition of property or easements, including escrow and closing costs, attorney support costs, and cost of condemnation proceedings if needed.
 - 14.2 Provide adequate staffing and funding levels, and meet all PROJECT milestones and schedules in support of the PROJECT.
 - 14.3 Participate in public involvement activities, and be the lead with respect to resolving public involvement issues regarding roadway improvements.
 - 14.4 Provide to the DISTRICT submittal review comments within three (3) weeks of receipt of the submittals.
 - 14.4.1 Sign the construction plans cover sheet and return to the DISTRICT within one (1) week of receipt of the final plans from the DISTRICT.
 - 14.5 Cause to be relocated at no cost to the PROJECT all utilities within its jurisdiction that are in place by permit and/or without prior rights.
 - 14.6 Provide all of the CITY owned and controlled rights-of-way necessary for the PROJECT, and not specifically purchased for this PROJECT, at no cost to the PROJECT.
15. The COUNTY shall:
- 15.1 Acquire the rights-of-way required for the roadway portion of the PROJECT through negotiated purchase or by use of eminent domain, including coordinating title examinations, legal descriptions and mapping, property appraisals, negotiations, and if necessary authorizing and supporting condemnation actions.
 - 15.2 During the acquisition process and upon acquisition of rights-of-way for the roadway portion of the PROJECT, request direct payment from the CITY for the ROADWAY PROJECT COST. The rights-of-way costs include costs for title reports, appraisals, attorney support, relocations, rights-of-way, and other items incidental to acquiring the rights-of-way. The COUNTY may request that the DISTRICT directly pay for all administrative acquisition items, limited to title reports, appraisals and attorney fees,

allowing the DISTRICT to calculate cost-share responsibilities for these items and subsequently invoice the CITY for its share.

- 15.3 Provide adequate staffing levels to meet all milestones and schedules in support of the roadway portion of the PROJECT.
- 15.4 Participate in public involvement activities.
- 15.5 Provide to the DISTRICT the submittal review comments within three (3) weeks of receipt of the submittals.
- 15.6 Support the DISTRICT in causing to be relocated at no cost to the PROJECT all utilities within its jurisdiction that are in place by permit and/or without prior rights.
- 15.7 Provide COUNTY owned and controlled rights-of-way necessary for the PROJECT at no cost to the PROJECT.
16. The PROJECT may be phased due to funding or other coordination issues. Responsibilities of the DISTRICT, CITY, and COUNTY shall be phased accordingly, including, but not limited to, invoicing and reimbursements.
17. Any local permits required for the PROJECT shall be issued by the appropriate PROJECT PARTNER at no cost to the PROJECT.
18. Any party to this Agreement may with mutual written agreement of all parties delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.
19. In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.
20. Each party to this Agreement shall take reasonable and necessary actions within their authority to ensure that only storm water or irrigation water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System (AZPDES) or any other applicable discharge requirements, including any permit requirements.
21. The parties to this Agreement agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within sixty (60) days of PROJECT completion, if requested by a PROJECT PARTNER. An independent auditing firm agreed to by all parties and on contract to the DISTRICT will perform the audit. Any payments or reimbursements necessary to

bring the PROJECT into compliance with the audit findings shall be made within forty-five (45) days of acceptance by all parties of the audit report.

22. Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.

23. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Peoria
City Engineer
8901 W. Monroe St.
Peoria, AZ 85345

Maricopa County
Transportation Director
2901 W. Durango Street
Phoenix, AZ 85009

24. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this PROJECT.

25. This Agreement shall expire ten (10) years from the date of recording with the County Recorder or upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.

26. This Agreement is subject to cancellation by either party pursuant to the provisions of Arizona Revised Statutes Section 38-511.

27. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized

under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

28. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2008A013 has been reviewed pursuant to Arizona Revised Statutes Section 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 Flood Control District of Maricopa County under the laws of the State of Arizona.

Deputy County Attorney Date

CITY OF PEORIA

City of Peoria, a Municipal Corporation

By: _____
Carl Swenson, City Manager Date

Attest:

By: _____
City Clerk Date

The foregoing Intergovernmental Agreement FCD 2008A013 has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

By: _____
City Attorney Date

LCON01609

MARICOPA COUNTY
(Department of Transportation)

Recommended by:

John B. Hauskins, P.E. Date
Transportation Director

Approved and Accepted:

By: _____
Chairman, Board of Supervisors Date

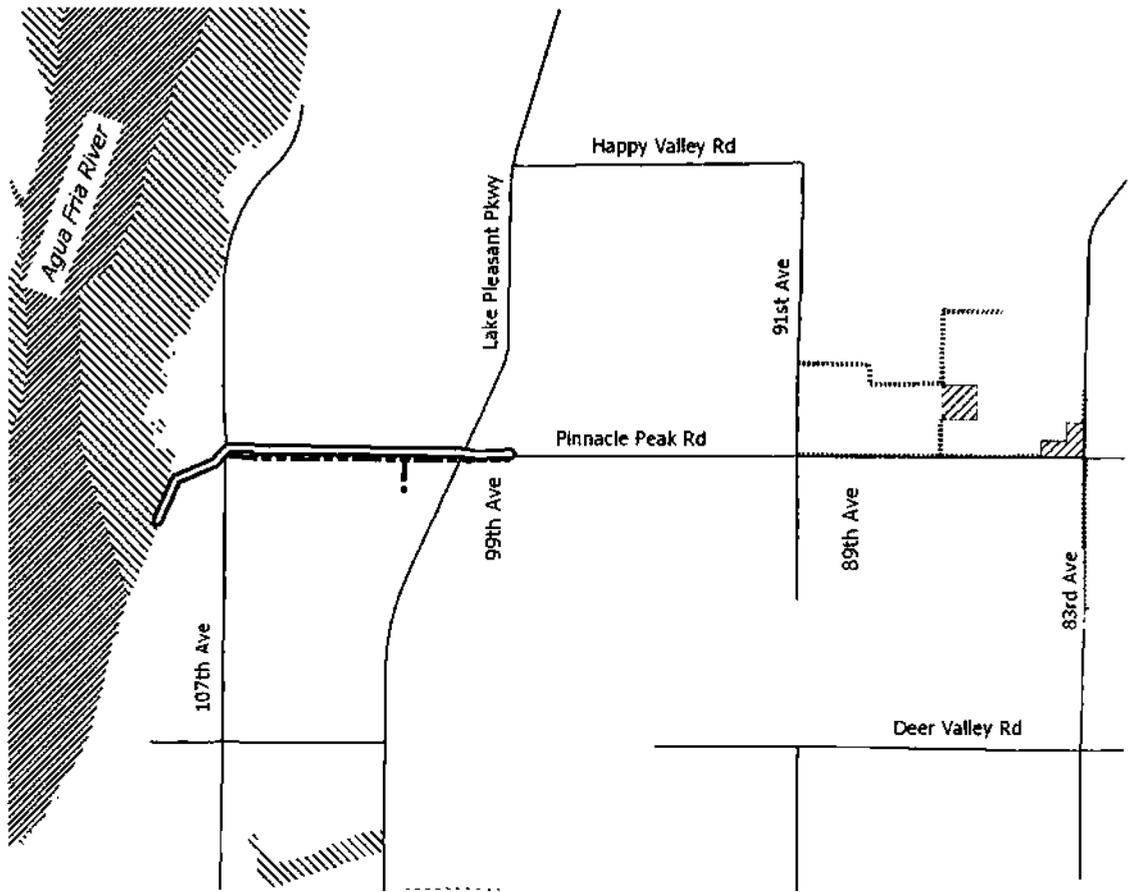
Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2008A013 has been reviewed pursuant to Arizona Revised Statutes Section 11-251, as amended, and Section 28-6701, 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 Maricopa County under the laws of the State of Arizona.

Deputy County Attorney Date

Exhibit A - Pinnacle Peak Road and Drainage, 99th Avenue to Agua Fria River



Legend

-  Proposed Open Channel
-  Proposed Roadway Improvements
-  83rd Avenue and Pinnacle Peak Road Drainage Project (450.02.33)
-  Existing Basin

