

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATIONS**

**CC:** 5C  
**Amend No.** \_\_\_\_\_

**Date prepared:** August 10, 2010

**Council Meeting Date:** September 21, 2010

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**TO:** Carl Swenson, City Manager

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**FROM:** Andrew Granger, P. E., Engineering Director

**SUBJECT:** Intergovernmental Agreement between the Flood Control District of Maricopa County and the City of Peoria for the Construction, Construction Management, Operation and Maintenance for the Pinnacle Peak Road Channel and Basin, 99<sup>th</sup> Avenue to Agua Fria River (Project No. EN00134)

**RECOMMENDATION:**

Discussion and possible action to approve the attached Intergovernmental Agreement with the Flood Control District of Maricopa County for the construction, construction management, operation and maintenance for Pinnacle Peak Road Channel and Basin improvements, 99<sup>th</sup> Avenue to Agua Fria River, and authorize the City Manager to execute the agreement. The City's share of the construction, construction management, operation and maintenance is estimated at \$2,125,000 (50% cost share).

**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 and Basin 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 99<sup>th</sup> Avenue and the Agua Fria River. The primary areas protected by the facilities lie within both the City and Unincorporated County, thus the Flood Control District of Maricopa County participation.

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**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. #** 2010-79  
**LCON#** 09310 **LIC. #** \_\_\_\_\_  
**Action Date:** \_\_\_\_\_

Council Communication  
IGA with FCDMC  
Pinnacle Peak Road Channel and Basin, 99<sup>th</sup> Ave to Agua Fria River  
September 21, 2010  
Page 2

This Intergovernmental Agreement between the Flood Control District and City of Peoria is specifically for the funding and administrative responsibilities for the construction, construction management, operation and maintenance for the Pinnacle Peak Road Channel Drainage Improvements. Staff has coordinated with the Flood Control District of Maricopa County to estimate the cost of \$4,250,000 for construction and construction management and had previously recommended the appropriate adjustments to the project budget in the Capital Improvement Program (CIP).

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

**FISCAL NOTE:**

Funding for this IGA is available in the FY11 CIP. Payment for the first half of the City's cost share for construction and construction management, estimated at \$1,062,500, will be from the GO Bond Fund, Storm Drain System Account 4240-4240-543004-CIPDR-EN00134DS. The remaining share of project costs (estimated at \$1,062,500) will be from the same account, invoiced after completion of the project, which is projected to be in the first quarter, FY2012.

**ATTACHMENTS:**

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

**CONTACT:** Burton Charron, Senior Civil Engineer, 623-773-7237

## **ATTACHMENT A**

### **IGA Responsibility Breakdown**

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

#### **District's Responsibility**

- 1). The District shall, fund 50% of Drainage Project Costs, estimated to be \$4,250,000 making the District's estimated share \$2,125,000.
- 2). The District shall serve as the lead agency for the construction, construction management and post-design services for the Project, including Public Involvement.
- 3). The District will be responsible for invoicing Peoria for the City's share of Project Costs.
- 4). Transfer to the City rights-of-way acquired for the Project upon completion of construction and acceptance.
- 5). Maintain the right to review and comment on the design and/or construction of any future changes or modifications to the Project that may affect the hydraulic function of the Project.

#### **City's Responsibility**

- 1). The City shall fund and reimburse a 50% share of the Drainage Project Costs, estimated to be \$4,250,000, making the City's estimated share \$2,125,000.
- 2). The City shall work to minimize impact from private drainage improvements within the City limits which might adversely impact the function of the Drainage Project.
- 3). Be responsible for, and assume ownership, liability, operation and maintenance for the drainage improvements, upon completion and acceptance of the Project.
- 4). Accept all liability for any and all non-flood control use of the Project, including any and all public use of the Project.
- 5). Obtain District review and comment on the design and/or construction of any future changes or modifications to the Project that may affect the hydraulic function of the Project, and resolve and/or incorporate the District's comments into these future Project modifications.



NOT TO SCALE

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE



**LEGEND**  
 ★ Pinnacle Peak Rd; 99th Ave to Agua Fria River

- 115TH AVE
- 111TH AVE
- 107TH AVE
- 103RD AVE
- 99TH AVE
- 95TH AVE
- 91ST AVE
- 87TH AVE
- 83RD AVE
- 79TH AVE
- 75TH AVE
- 71ST AVE



# VICINITY MAP

RESOLUTION NO. 2010-79

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR THE CONSTRUCTION OF CERTAIN REGIONAL DRAINAGE IMPROVEMENTS ALONG PINNACLE PEAK ROAD LOCATED, IN PART, WITHIN UNINCORPORATED MARICOPA COUNTY AND, IN PART, WITHIN THE CITY OF PEORIA.

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (A)(8) to construct and keep in repair or otherwise improve culverts, drains and cesspools, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into Intergovernmental Agreements with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City acknowledges costs, and provisions set forth in the Intergovernmental Agreement, associated with the Regional Drainage Improvements for Pinnacle Peak Road located, in part, within Unincorporated Maricopa County and, in part, within the City of Peoria; and

WHEREAS, the City is willing to abide by all related terms, in accordance with the provisions set forth in the Intergovernmental Agreement, associated with the Regional Drainage Improvements for Pinnacle Peak Road located, in part, within Unincorporated Maricopa County and, in part, within the City of Peoria; and

WHEREAS, by the City entering into the Intergovernmental Agreement with the Flood Control District of Maricopa County the public interest will continue to best be served.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peoria, Arizona approves and adopts this Resolution to enter into the Intergovernmental Agreement with the Flood Control District of Maricopa County for the construction of drainage improvements along Pinnacle Peak Road located, in part, within Unincorporated Maricopa County and, in part, within the City of Peoria

Resolution No. 2010-79

Flood Control District of Maricopa County for construction of certain Drainage Improvements along Pinnacle Peak Road located, in part, within Unincorporated Maricopa County and, in part, within the City of Peoria

September 21, 2010

Page 2 of 2 Pages

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 21<sup>st</sup> day of September, 2010.

\_\_\_\_\_  
Bob Barrett, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Simmons, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

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

**INTERGOVERNMENTAL AGREEMENT**

between

**THE CITY OF PEORIA**

and

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**

for the

**CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND OPERATION AND MAINTENANCE**

of the

**PINNACLE PEAK ROAD CHANNEL AND BASIN  
99TH AVENUE TO AGUA FRIA RIVER**

**IGA FCD 2010A011**

**Agenda Item C-69-11-XXX-X-XX**

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Peoria, a municipal corporation, acting by and through its City Council, hereinafter called the CITY; and 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 DISTRICT and CITY are hereinafter collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties and recorded by the Maricopa County Recorder.

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) 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 A.R.S. Section 11-951 as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

## **BACKGROUND**

3. The PROJECT watershed is contained by 99<sup>th</sup> Avenue on the east, Happy Valley Road on the north, Pinnacle Peak Road on the south, and extends to the Agua Fria River to the west.
4. The PROJECT is a recommended component of the Glendale/Peoria Area Drainage Master Plan (ADMP) Update, and includes channel and storm drain along Pinnacle Peak Road from 99<sup>th</sup> Avenue to approximately 102<sup>nd</sup> Avenue; a new basin south of Pinnacle Peak Road between 102<sup>nd</sup> Avenue and 104<sup>th</sup> Avenue, and improvements to the Rose Garden Lane drainage system (Exhibits “A” and “B”).
5. The proposed Pinnacle Peak Road Channel from 99<sup>th</sup> Avenue to the Agua Fria River is intended to provide the following benefits:
  - Provide flood protection to properties west and south of 99<sup>th</sup> Avenue and Pinnacle Peak Road.
  - Convey the 100-year flood flows to the Agua Fria River.
6. 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 (IGAs) for the components of the Glendale/Peoria ADMP Update, including the PROJECT.
7. On March 18, 2009, the Board approved IGA FCD 2008A013 (FCD Agenda Item C-69-09-055-3-00 and PW Agenda Item C-91-09-142-M-00), authorizing the DISTRICT, CITY, and Maricopa County to accomplish design, rights-of-way acquisition, and utility relocations for the PROJECT. That IGA was recorded at the County on March 27, 2009. The PROJECT design is in progress, with anticipated completion in August 2010.
8. In October 2007, Maricopa County Department of Transportation prepared the Pinnacle Peak Road Design Concept Report – 107<sup>th</sup> Avenue to 83<sup>rd</sup> Avenue (DCR). The DCR recommends that channel and roadway improvements for Pinnacle Peak Road from 99<sup>th</sup> Avenue to 107<sup>th</sup> Avenue be implemented together. However neither MCDOT nor the CITY presently have the funding to implement the roadway improvements, and the DISTRICT and the CITY intend to proceed with the PROJECT exclusive of the roadway improvements.

## **PURPOSE OF THE AGREEMENT**

9. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the PROJECT PARTNERS for PROJECT activities related to construction, construction management, and operation and maintenance.

## **TERMS OF AGREEMENT**

10. The PROJECT, as referenced herein, is defined by paragraph 4 of this Agreement.

11. The PROJECT COST, as referenced herein, solely encompasses the following costs directly associated with the PROJECT and incurred after the effective date of this Agreement:

11.1 Costs of construction, construction management, construction support costs such as materials testing and surveying, post-design services, and plant salvage, maintenance and replacement.

11.1.1 Shared costs of landscape and aesthetic features will not exceed the DISTRICT's "Policy for Aesthetic Treatment and Landscaping of Flood Control Projects" (POLICY). Landscaping, aesthetic features, and park amenities, in addition to those allowed by the DISTRICT's POLICY, and if compatible with PROJECT function, may be included in the PROJECT contracts at the request of the CITY; the additional construction and construction management costs being solely at the CITY's expense.

11.1.2 If construction management services are not accomplished under contract, construction management costs shall be assigned a value of eight percent (8%) of the actual construction cost of the PROJECT plus actual costs for materials testing and survey work associated with construction management.

11.2 Operation and maintenance costs are not included in the PROJECT COST.

11.3 PROJECT PARTNERS will issue local permits at no cost to the PROJECT.

11.4 Each PROJECT PARTNER will pay for, and not seek reimbursement for, its own personnel and internal administrative costs associated with the PROJECT unless specifically identified otherwise in this Agreement.

12. The PROJECT COST associated with this Agreement is estimated to be \$4,250,000.00.

12.1 The DISTRICT's share is fifty percent (50%) of the total PROJECT cost, making the DISTRICT's estimated share \$2,125,000.00. The CITY's share is fifty percent (50%) of the total PROJECT cost, making the CITY's estimated share \$2,125,000.00.

12.2 The PROJECT COST is estimated based on information available at the time of this Agreement, and is subject to change without amendment to this Agreement. Upon recognition of anticipated cost increases above this estimated PROJECT COST, PROJECT PARTNERS shall communicate these anticipated increases.

13. DISTRICT funding for this Agreement shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Capital Improvement Program.

14. CITY funding shall be from its General Obligation Bond Fund.

15. The target date for completion of PROJECT construction is December 31, 2011. The DISTRICT shall inform the CITY of delays impacting this target completion date.
16. The DISTRICT shall:
  - 16.1 Fund fifty percent (50%) of the estimated PROJECT COST of \$4,250,000, making the DISTRICT's estimated share \$2,125,000.
  - 16.2 Serve as the lead agency for PROJECT construction and construction management.
    - 16.2.1 Upon the DISTRICT's award of a construction contract, invoice the CITY one-half (1/2) of the CITY's estimated share of PROJECT COST related to construction, construction management, and post-design services.
    - 16.2.2 Upon completion and acceptance of construction, prepare a final accounting including construction costs, change orders, construction management and construction support costs, and post design services costs not previously paid, and invoice the CITY for the remainder of its share of the PROJECT COST.
  - 16.3 If it incurs non-flood control costs that are not a component of the PROJECT COSTS at the request of the CITY, per paragraph 11.1.1 of this Agreement, invoice the CITY as these costs are incurred.
  - 16.4 Require that any contractor selected for the PROJECT:
    - 16.4.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. Section 23-214(A);
    - 16.4.2 Agree that a breach of the warranty under paragraph 16.4.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;
    - 16.4.3 Agree that the CITY retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 16.4.1;
    - 16.4.4 Certify that it does not have a scrutinized business operation, as defined in A.R.S. sections 35-391 and 35-393, in either Sudan or Iran.
  - 16.5 Invite the CITY to participate in partnering meetings, construction meetings, inspections, and final acceptance of the completed PROJECT.

16.6 Obtain necessary permits and licenses as required for construction of the PROJECT. Costs of permits and licenses are a shared PROJECT COST except as indicated by paragraph 11.3.

16.7 Transfer to the CITY rights-of-way acquired and necessary for the PROJECT (through IGA FCD 2008A013) upon completion of construction and final acceptance. The transfer shall include all the necessary documentation, recordation and validation required by the City to prepare for acceptance, including legal descriptions, title reports, appraisals and closure documents, etc. 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 it is mutually agreed between the DISTRICT and the CITY that PROJECT property is no longer needed for flood control purposes and therefore available for sale, the property may be sold under the stipulation that the DISTRICT and the CITY shall each 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 PROJECT to the final disposition price at the time of disposal.

16.8 Participate in a final inspection of the PROJECT with the CITY.

16.9 The DISTRICT may participate with the CITY in an annual inspection of the PROJECT. Any deficiencies relating to flood control, and for which the CITY is solely responsible, shall be corrected by the CITY within thirty (30) calendar days. If the CITY has not taken corrective action within this time, the DISTRICT reserves the right to perform the corrective action, and will invoice the CITY for the total costs incurred by the DISTRICT.

16.10 The DISTRICT reserves the right to review and comment on the design and/or construction of any future changes or modifications to the PROJECT that may affect the hydraulic function of the PROJECT.

17. The CITY shall:

17.1 Fund fifty percent (50%) of the PROJECT COST, estimated to be \$4,250,000.00, making the CITY's estimated share \$2,125,000.00.

17.2 Provide adequate staffing and funding levels to meet all PROJECT milestones and schedules.

- 17.3 Within thirty (30) calendar days of receipt, pay all invoices issued by the DISTRICT in accordance with the terms of this Agreement.
- 17.4 Participate in the final inspection of the PROJECT with the DISTRICT.
- 17.5 Work to ensure that private drainage improvements within the CITY limits that impact the function of the PROJECT are maintained so as to minimally impact the PROJECT.
- 17.6 Be responsible for, and assume ownership, liability, operation and maintenance of the PROJECT in perpetuity, following completion and final acceptance of PROJECT construction, rights-of-way and easements necessary to accomplish such ownership, liability, operation and maintenance.
  - 17.6.1 The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation costs for the facilities, vandalism repair and replacement, and structural repair and replacement of the flood control structures.
- 17.7 Schedule, and invite the DISTRICT to participate in, an annual inspection of the PROJECT. Any deficiencies relating to flood control for which the CITY is responsible shall be corrected by the CITY within thirty (30) calendar days. If the CITY has not taken corrective action within this time, the DISTRICT reserves the right to perform the corrective action and the CITY shall reimburse the DISTRICT for the total costs incurred by the DISTRICT within thirty (30) calendar days of receipt of an invoice from the DISTRICT.
- 17.8 Release and indemnify the District from all liability for any and all non-flood control District use of the PROJECT, including any and all public use of the PROJECT.
- 17.9 Obtain DISTRICT review and comments on the design and/or construction of any future changes or modifications to the PROJECT that may affect the hydraulic function of the PROJECT, and resolve and/or incorporate the DISTRICT's comments into these future PROJECT modifications.
18. The PROJECT may be phased due to funding or other coordination issues. Responsibilities of the DISTRICT and the CITY shall be phased accordingly, including, but not limited to, invoicing and reimbursements.
19. Any local permits required for the PROJECT shall be issued by the appropriate PROJECT PARTNER at no cost to the PROJECT, in accordance with sections 11.3.
20. If mutually acceptable to the PROJECT PARTNERS, PROJECT invoicing may be conducted periodically based on actual PROJECT COST incurred, no more frequently than quarterly, in lieu of invoicing timelines otherwise established in this Agreement.

21. Each party to this Agreement shall comply with A.R.S. Sections 41-4401 and 23-214, subsection A.
  - 21.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.
  - 21.2 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
22. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each party to this Agreement certifies that it does not have a scrutinized business operation, as defined in A.R.S. Section 35-391 and 35-393, in either Sudan or Iran.
23. Either party to this Agreement may with mutual written agreement of the other party delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.
24. 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.
25. Each party to this Agreement shall take reasonable and necessary actions within their authority to ensure that only storm 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.
26. 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 either PROJECT PARTNER. An independent auditing firm agreed to by both 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 both parties of the audit report.
27. 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.

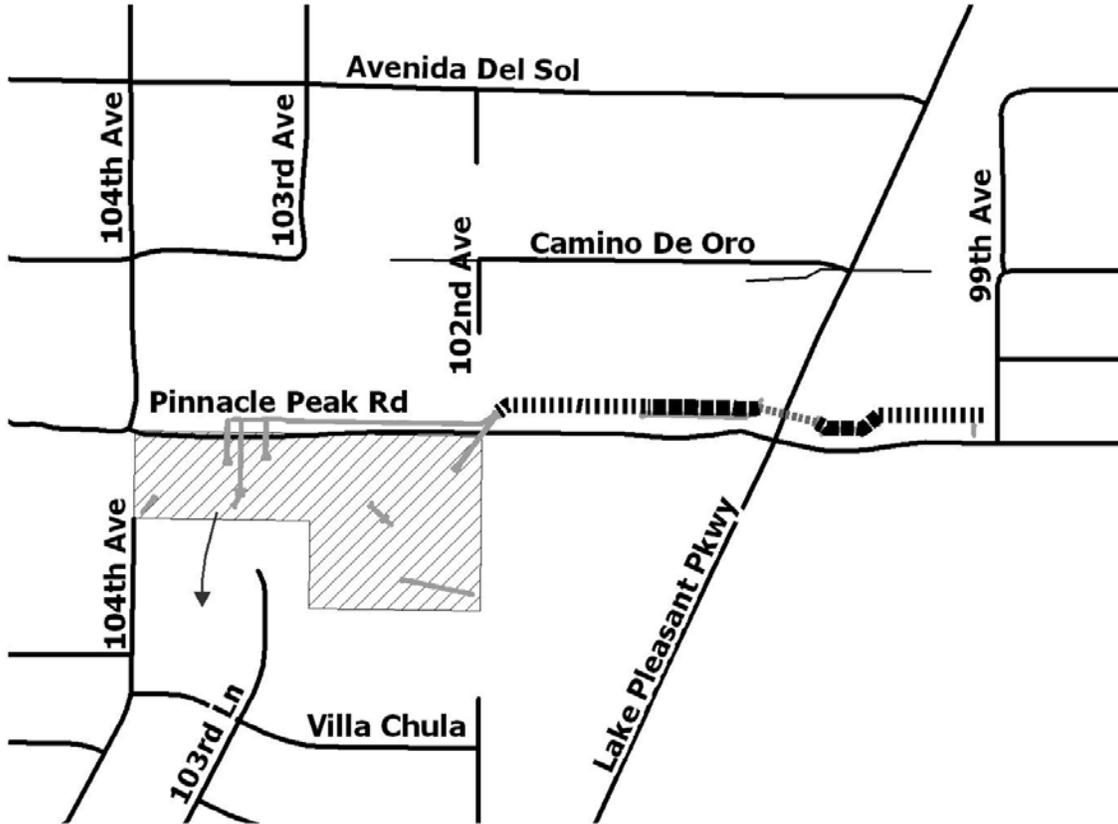
28. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

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 West Monroe Street  
Peoria, AZ 85345

29. 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. Operations and maintenance, rights-of-way disposition and indemnification provisions of this Agreement shall survive in perpetuity.
30. This Agreement is subject to cancellation by either party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
31. 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.
32. 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.

**Exhibit A - Pinnacle Peak Channel, 99th Avenue to Agua Fria River**



**Legend**

- ▤▤▤▤▤▤ Channel
- ▬▬▬▬▬▬ Storm Dran
- ⋯⋯⋯⋯⋯ Existing Box Culvert
- Culverts
- ▨▨▨▨▨▨ Basin
- ▬ Street Centerlines



## Exhibit B – Rose Garden Lane Basin



**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 2010A011 has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned General Counsel, 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.

\_\_\_\_\_  
Flood Control District General Counsel      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 2010A011 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