

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

INTERGOVERNMENTAL AGREEMENT

between the

CITY OF GOODYEAR

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

TRANSFER OF REAL PROPERTY

IGA FCD 2024A012

Agenda Item _____

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Goodyear, a municipal corporation, acting by and through its City Council, hereinafter called the CITY, and the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. The DISTRICT and the CITY may hereinafter individually be called a PROJECT PARTNER, or collectively called the PROJECT PARTNERS.

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

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 11-952, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. The Bullard Wash Channel between McDowell Road and I-10 was constructed by the CITY as an interim condition in accordance with IGA FCD 2006A010 to convey runoff from the 100-yr storm event. The CITY per IGA FCD 2006A010 is responsible for the operation and maintenance of the Bullard Wash Channel system including this interim condition.
4. The DISTRICT acquired Assessor parcel 500-04-982B from the Arizona Department of Transportation (ADOT) in 2001 and the interim channel is located within this parcel.
5. The DISTRICT and CITY entered into an agreement (FCD 2006A010) for the Rights-of-Way, Utility

Relocation, Construction, Construction Management, and Operation and Maintenance of the Bullard Wash Improvements Project (Interstate 10 to McDowell Road).

6. The subject portion of the parcel identified in Exhibit A is referred to herein collectively as the PROPERTY and reference to PROJECT refers to the Bullard Wash Channel within the PROPERTY limits.
7. The CITY wishes to acquire the PROPERTY to facilitate planned projects in the area.
8. The DISTRICT and the CITY consider the benefits established by the terms of this agreement to be approximately equal in value and the DISTRICT will transfer the PROPERTY at no cost to the CITY.

PURPOSE OF THE AGREEMENT

9. This Agreement identifies and defines the responsibilities of the DISTRICT and the CITY, for the transfer of the PROPERTY and associated PROJECT elements.

TERMS OF AGREEMENT

10. The BACKGROUND and PURPOSE OF THE AGREEMENT provisions are hereby incorporated into the terms of this Agreement.
11. The PROPERTY shall be transferred to the CITY at no cost in exchange for the CITY to operate and maintain the channel, make any channel improvements, and ensure that a conveyance capacity of 2,900 cfs is maintained within the channel.in perpetuity.
12. The DISTRICT shall:
 - 12.1 Serve as the lead agency for the execution of the transfer of the PROPERTY to the CITY.
 - 12.2 Upon execution of this Agreement, work to transfer the PROPERTY, associated PROJECT elements and all associated rights and responsibilities to the CITY.
 - 12.3 The DISTRICT reserves the right to review and comment on the design and/or construction of any future modifications to the PROJECT that may affect the hydraulic function of the PROJECT.
 - 12.3.1 The DISTRICT will provide review comments to the CITY within 3 weeks of receipt.
13. The CITY shall:
 - 13.1 Upon execution of this Agreement and the transfer of the PROPERTY to the CITY, accept the PROPERTY, associated PROJECT elements and all associated rights and responsibilities.
 - 13.2 Be responsible for all operations and maintenance of the PROJECT.
 - 13.2.1 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.

- 13.2.2 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 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 30 calendar days of receipt of an invoice from the DISTRICT.
- 13.2.3 On an annual basis, commencing on the first anniversary date of acceptance of the PROPERTY, the CITY will provide written notification to the DISTRICT that the PROJECT has been properly maintained by the CITY over the past year in accordance with the PROJECT design intent and to ensure proper hydraulic function.
- 13.3 Be responsible for assuring the safety and appropriateness of any non-flood control uses within the PROPERTY and of the PROJECT improvements prior to offering to make or making the PROPERTY and the PROJECT available for such uses.
- 13.4 Maintain a conveyance capacity of 2,900 cfs within the PROJECT. Obtain DISTRICT review and comments on the design and/or construction of any future 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.
- 13.5 Be responsible for maintaining the floodplain delineation with the Federal Emergency Management Agency (FEMA) and obtaining their approval for any change to the floodplain delineation.
- 13.6 Be responsible for notifying any property owner that could be impacted by changes to the conveyance capacity of the channel, or the existing floodplain delineation.
- 14. Each PROJECT PARTNER, and the PROJECT PARTNERS collectively, shall:
 - 14.1 Pay for and not seek reimbursement for its own personnel and administrative costs associated with this transfer.
 - 14.2 Agree to use their best efforts and enter into good faith negotiations to resolve any disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
 - 14.3 Take reasonable and necessary actions within its authority to ensure that only stormwater 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, or any other applicable discharge requirements, including any permit requirements.
- 15. Each PROJECT PARTNER shall, as "Indemnitor," to the extent permissible by law, indemnify, defend and hold harmless the other PROJECT PARTNER ("Indemnitee") from and against any and all loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of any act or omission of Indemnitor pursuant to this IGA, including but not limited to, reasonable attorneys' fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the Indemnitee. Notwithstanding the above, Indemnitee shall be liable for its own negligence or wrongful acts as provided by law. In no event shall the Indemnitor owe or be obligated to pay any amounts which the Indemnitee has not actually paid or has no actual obligation to pay. In the event any agreement to pay to resolve issues of liability is not enforceable, or any agreement or settlement results in an actual obligation lower than the full amount of liability, the Indemnitor's obligation to pay shall be limited to the

amount Indemnitee has paid or would be obligated to pay in the absence of any agreement to indemnify. Should the CITY offer to make or make the PROJECT available for any non-flood control uses, the CITY shall, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT, including agents, officers, directors and employees thereof, from any and all loss or expense incurred as a result of any claim or suit without limitation. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in this paragraph regarding all other types of claims or suits and shall include the obligation to provide reasonable attorneys' fees, court costs, and other expenses relating to the defense of such claims or litigation.

16. 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 Goodyear
City Manager
1900 N. Civic Square
Goodyear, AZ 85395

17. This Agreement shall expire upon completion of the transfer of the PROPERTY to the CITY. However, by mutual written agreement, this Agreement may be amended or terminated. The operation, maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
18. This Agreement is subject to cancellation by any party pursuant to the provisions of A.R.S. Section 38-511.
19. 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.
20. 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 any party.

SIGNATURE PAGES FOLLOW

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

Paul Baughman, Chief Engineer and General Manager

Date

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement IGA FCD 2024A012 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 GOODYEAR
A Municipal Corporation

Approved and Accepted:

By: _____
Wynette Reed, City Manager Date

Attest:

By: _____
Darcie McCracken, City Clerk Date

The foregoing Intergovernmental Agreement IGA FCD 2024A012 has been reviewed pursuant to Arizona Revised Statutes 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 Goodyear under the laws of the State of Arizona.

By: _____
Roric Massey, City Attorney Date

IGA FCD 2024A012
EXHIBIT A
Approximate Limits of Transfer

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5 BEARS NORTH 89°27'45" WEST, A DISTANCE OF 2619.45 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, NORTH 89°27'45" WEST, A DISTANCE OF 169.85 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°32'15" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 400.09 FEET;

THENCE SOUTH 21°56'42" EAST, A DISTANCE OF 431.70 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 65.38 FEET;

THENCE NORTH 37°00'58" WEST, A DISTANCE OF 26.71 FEET;

THENCE NORTH 89°22'15" WEST, A DISTANCE OF 261.51 FEET;

THENCE NORTH 23°03'38" WEST, A DISTANCE OF 469.13 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 412.87 FEET;

THENCE SOUTH 89°27'44" EAST, A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING.

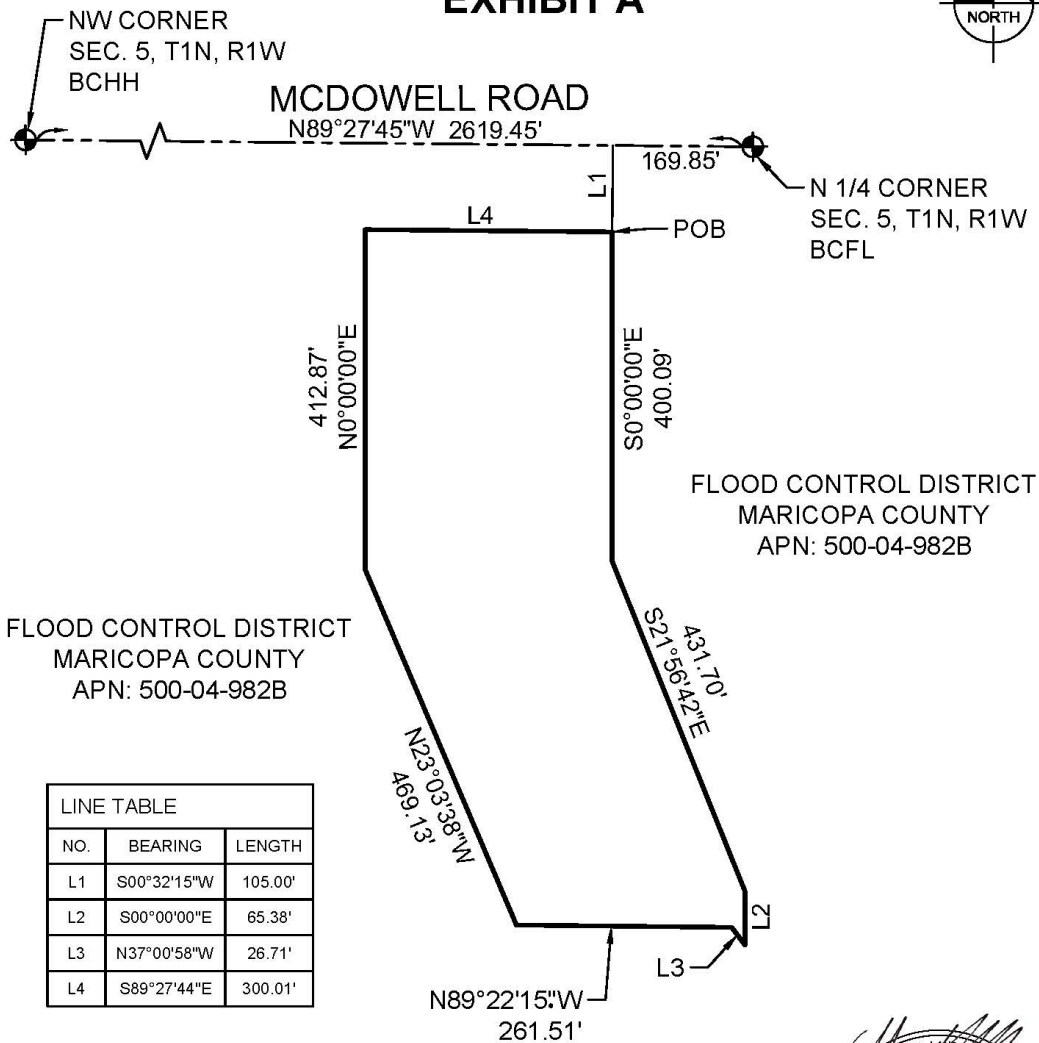
CONTAINING 252,809 SQ.FT. OR 5.804 ACRES MORE OR LESS.



CHAD W. HUBER
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1661 E. CAMELBACK RD., SUITE 400
PHOENIX, ARIZONA 85016
PH. 602-837-5511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KES	CWH	07/25/2024	191177004	1 OF 2

EXHIBIT A



FLOOD CONTROL DISTRICT
MARICOPA COUNTY
APN: 500-04-982B

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°32'15"W	105.00'
L2	S00°00'00"E	65.38'
L3	N37°00'58"W	26.71'
L4	S89°27'44"E	300.01'



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N.T.S.	KES	CWH	07/29/2024	191177004	2 OF 2