

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AVONDALE ELEMENTARY SCHOOL DISTRICT NO. 44
AND
CITY OF GOODYEAR**

This Intergovernmental Agreement (“Agreement”) is by and between the **AVONDALE ELEMENTARY SCHOOL DISTRICT NO. 44** (“District”), and the **CITY OF GOODYEAR** (“City”). The District and the City may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS**, City owns and operates Loma Linda Park located at 400 E. Loma Linda Blvd., Goodyear, Arizona, and which is adjacent to Eliseo C. Felix School, an elementary school owned and operated by the District;
- B. WHEREAS**, the District pursuant to the District’s withdrawal authority withdraws water from Arizona Department of Water Resources well registration number 55-602774 and connected infrastructure (the “School Well”) to water landscaping at the Eliseo C. Felix School;
- C. WHEREAS**, the District owns and operates the School Well, and pays all costs associated with the School Well;
- D. WHEREAS**, to promote the public interest, the City and District wish to enter into this Agreement for the City to share the use of the School Well and connected infrastructure to enable the City to withdraw the City’s groundwater pursuant to the City’s withdrawal authority for use in watering landscaping at Loma Linda Park;
- E. WHEREAS**, the City and District wish to provide for the City to reimburse the District for a portion of the cost of operating the School Well related to the withdrawal of the City’s water;
- F. WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and A.R.S. § 15-342;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

- 1. Purpose.** The purposes of this Agreement are to authorize the City to use the School Well to withdraw the City’s groundwater for Loma Linda Park landscape watering, and to require the City to reimburse the District for the City’s shared use of the School Well. This Agreement does not involve the purchase of any joint property.
- 2. Duration.** This Agreement shall commence and be effective upon approval of both the District’s governing board and the City Council and continue in effect until the City ceases to share the School Well to withdraw groundwater to irrigate the Park.

3. **Termination.** This Agreement may be terminated by either Party upon thirty (30) days advance written notice to the other Party given in compliance with the notice provisions in Section 6 below. Upon termination of the Agreement, the City shall pay for the City's proportionate share of use of the School Well through the date of termination and will upon termination cease irrigating the Park from the School Well.
4. **Use and Reimbursement.**
 - a. In exchange for the City's agreement to reimburse the District pursuant to this Agreement, District agrees to continue to allow City to share the use of the School Well.
 - b. In exchange for the shared use of the School Well, City agrees to reimburse the District for a share of the well pump electrical use cost for the quantity of water withdrawn by the City per watering event in proportion to the District's withdrawals for District purposes. Each Party will be responsible for paying that Party's own groundwater withdrawal fees to the Arizona Department of Water Resources for the amount of groundwater withdrawn by such Party.
 - c. The District grants City a license to access the School Well as needed for City to withdraw water pursuant to this Agreement, but the City will arrange any required access in advance with District maintenance personnel.
5. **Billing and Payment.** The District will invoice the City annually for the City's proportional share of the well pump electrical use cost. The City agrees to pay invoices from the District within thirty (30) days of City's receipt.
6. **Miscellaneous.**
 - a. **Assignments.** No part of this Agreement may be assigned to any agency not a party to this Agreement without the written consent of all Parties.
 - b. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties.
 - c. **Counterparts.** This Agreement may be executed by each Party in separate counterparts each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
 - d. **Severability.** The Parties agree that if any part of this Agreement is determined by a court to be invalid or void, and if the void provision can be severed without frustrating the intent of the Parties in forming this Agreement, then the remainder of the Agreement shall remain in full force and effect and shall be binding on the Parties.
 - e. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511, the terms of which are incorporated herein by reference.

- f. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
- g. **Notices.** Notice shall be deemed to have been duly given on the date of service if sent by email or facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. All notices under this Agreement shall be in writing and shall be sent to:

If to the District:
 Jill Barragan
 Director of Business Services
 Avondale Elementary School District
 295 W. Western Avenue
 Avondale, Arizona 85323
 Phone No.: (602) 772-5000
 Email: jbarrag@avondale.k12.az.us

If to the City:
 David Seid
 Parks and Recreation Manager
 200 South Calle del Pueblo
 Goodyear, Arizona 85338
 Phone No: (623) 882-7537
 Email: david.seid@goodyearaz.gov

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the dates indicated below.

Avondale Elementary School District

By: 
 Mark Gonzales
 Its: Governing Board President

City of Goodyear

By: _____
 Julie Arendall
 Its: City Manager__

APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D) the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

 Counsel for Avondale Elementary School District

Date: _____

 City Attorney, City of Goodyear

Date: _____

ARIZONA DEPARTMENT OF WATER RESOURCES
ACTIVE MANAGEMENT AREA
P.O. BOX 36020 • PHOENIX, ARIZONA 85067-6020
PHONE: (602) 771-8585

**NOTIFICATION OF CHANGE OF OWNERSHIP AND/OR CHANGE IN POINT OF WITHDRAWAL
FOR A TYPE 2 NON-IRRIGATION GRANDFATHERED RIGHT**

INSTRUCTIONS AND REQUIRED ATTACHMENTS

- COMPLETE PART I AND PART IV OF THIS FORM. IF YOU ARE REPORTING AN OWNERSHIP CHANGE, PART II MUST BE COMPLETED ALSO. IF YOU ARE REQUESTING A CHANGE IN POINT OF WITHDRAWAL, PART III MUST BE COMPLETED ALSO. OBTAIN ALL REQUIRED SIGNATURES. MAIL THE COMPLETED FORM TO THE ABOVE ADDRESS OR HAND DELIVER IT TO ADWR AT 1110 W. WASHINGTON ST., SUITE 310 IN PHOENIX, AZ 85007.
- ENCLOSE THE ORIGINAL CERTIFICATE OF GRANDFATHERED GROUNDWATER RIGHT. THIS DOCUMENT IS AVAILABLE FROM THE SELLER/GRANTOR OR CURRENT OWNER. IF THE ORIGINAL CERTIFICATE HAS BEEN LOST, A NOTARIZED STATEMENT TO THIS EFFECT MUST BE SUBMITTED.
- THE FILING FEE FOR A NOTIFICATION OF CHANGE OF OWNERSHIP FOR A TYPE 2 NON-IRRIGATION GRANDFATHERED RIGHT IS \$500.00.
- THE FILING FEE FOR A NOTIFICATION OF CHANGE IN POINT OF WITHDRAWAL FOR A TYPE 2 NON-IRRIGATION GRANDFATHERED RIGHT IS \$250.00
- THE FILING FEE FOR RE-ISSUANCE OF A CERTIFICATE TO REFLECT A CHANGE IN FAMILY CIRCUMSTANCE OR TRANSFER OF THE RIGHT TO OR FROM A TRUST IN WHICH THE RIGHTHOLDER IS A BENEFICIARY OR FROM A TRUST TO A BENEFICIARY OF THE TRUST IS \$120.00.
- PAYMENT MAY BE MADE BY CASH, CHECK, OR CREDIT CARD (IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT THE ACTIVE MANAGEMENT AREA AT 602-771-8585). CHECKS SHOULD BE MADE PAYABLE TO THE ARIZONA DEPARTMENT OF WATER RESOURCES. FAILURE TO ENCLOSE THE FILING FEE WILL CAUSE THE NOTIFICATION TO BE RETURNED. FEES FOR THIS NOTIFICATION ARE AUTHORIZED BY A.R.S. § 45-113 AND A.A.C. R12-15-103.
- IF THE TYPE 2 RIGHT WILL BE LEASED IN FULL OR IN PART, A NOTIFICATION OF LEASE OF A TYPE 2 NON-IRRIGATION GRANDFATHERED RIGHT (FORM 58-800) MUST BE FILED ALSO.
- PURSUANT TO A.A.C. R12-15-401, IF YOU REQUEST A REVISED CERTIFICATE TO REFLECT NEW OR ADDITIONAL POINTS OF WITHDRAWAL, THE DEPARTMENT WILL ISSUE A WRITTEN NOTICE GRANTING OR DENYING YOUR APPLICATION WITHIN 180 DAYS AFTER RECEIPT OF THE APPLICATION. THE DEPARTMENT WILL FIRST DETERMINE WHETHER THE APPLICATION IS ADMINISTRATIVELY COMPLETE (ADMINISTRATIVE REVIEW PERIOD) AND THEN WHETHER THE APPLICATION MEETS THE SUBSTANTIVE CRITERIA ESTABLISHED BY STATUTE OR RULE (SUBSTANTIVE REVIEW PERIOD). THE TIME FRAME FOR ADMINISTRATIVE COMPLETENESS REVIEW IS 45 DAYS. THE TIME FRAME FOR SUBSTANTIVE REVIEW IS 135 DAYS. THE OVERALL TIME FRAME OF 180 DAYS ENCOMPASSES BOTH THE ADMINISTRATIVE REVIEW AND THE SUBSTANTIVE REVIEW TIME FRAMES. THESE TIME FRAMES MAY BE SUSPENDED IF THE DEPARTMENT DETERMINES THAT THE APPLICATION IS NOT COMPLETE AND REQUESTS ADDITIONAL INFORMATION IN WRITING.
- IF YOU NEED ASSISTANCE PLEASE CONTACT THE ACTIVE MANAGEMENT AREA AT 602-771-8585. THE ADWR WEB SITE ADDRESS IS www.new.azwater.gov.

PART IV. GRANTOR AND GRANTEE OR CURRENT OWNER INFORMATION

SELLER/GRANTOR
OR CURRENT OWNER
(Print or Type)

BUYER/GRANTEE
OR OTHER OWNERS
OF NEW POINTS OF WITHDRAWAL
(Print or Type)

NAME City of Goodyear

Attn: Gretchen Erwin

ADDRESS P.O. Box 5100

Goodyear, AZ 85338

TELEPHONE (623) 882-7639

SIGNATURE

DATE

By: Julie Arendall, City Manager

NAME Avondale Elem. School Dist. No. 44

Attn: Jill Barragan

ADDRESS 295 W. Western Ave.

Avondale, AZ 85323

TELEPHONE (602) 772-5000

SIGNATURE

DATE

By: Mark Gonzales, Board President

06-23-2020

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

- B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
- D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.
- E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.
- F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.