

EXHIBIT A
RESOLUTION NO. 15-1714

**FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
AMONG
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MARICOPA COUNTY
AND
THE CITY OF AVONDALE
THE CITY OF BUCKEYE
THE CITY OF GOODYEAR
FOR THE
EL RIO WATERCOURSE IMPLEMENTATION AND MANAGEMENT PLAN**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “First Amendment”) is entered into as of _____, 2015, among the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors (the “FCDMC”), Maricopa County (“County”), acting by and through its Board of Supervisors, and the City of Avondale (“Avondale”), the City of Buckeye (“Buckeye”) and the City of Goodyear (“Goodyear”), each a municipal corporation of the State of Arizona, acting by and through its city or town council. The FCDMC, County, Avondale, Buckeye and Goodyear are collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

A. The Parties entered into an Intergovernmental Agreement, IGA FCD 2013A003, dated December 11, 2013, FCDMC Agenda No. C-69-14-014-3-00, County Agenda No. C-44-14-017-M-00, Maricopa County Recorder No. 20131073667 (the “Agreement”) to initiate a design process to (i) implement the El Rio Watercourse Master Plan, (ii) to procure and retain a consultant to develop the El Rio Watercourse Implementation and Management Plan and (iii) to implement the El Rio Watercourse Implementation and Management Plan. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Parties have determined that additional time is necessary for the performance of the terms of the Agreement.

C. The Parties desire to enter into this First Amendment to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2016, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Parties affirmatively asserts that (i) neither Party is currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by either Party pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date and year first set forth above.

“FCDMC”

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended by:

William Wiley, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors

Date _____

Attest:

By: _____
Clerk of the Board

Date: _____

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

General Counsel Date

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“County”

MARICOPA COUNTY,
acting by and through its Board of Supervisors

Recommended by:

Name: _____

Its: _____

Date: _____

Approved and Accepted:

By: _____

Its: _____

Date: _____

Attest:

By: _____

Its: _____

Date: _____

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Deputy County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Kenneth N. Weise, Mayor

Date: _____

ATTEST:

Carmen Martinez, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client; and, (ii) as to his client only, has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Jackie A. Meck, Mayor

Date: _____

ATTEST:

Lucinda Aja, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client; and, (ii) as to his client only, has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Scott W. Ruby, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Brian Dalke, City Manager

Date: _____

ATTEST:

Maureen Scott, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client; and, (ii) as to his client only, has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric Massey, City Attorney