

# CITY COUNCIL REPORT



Meeting Date: July 2, 2026  
General Plan Element: *Public Services and Facilities*  
General Plan Goal: *Provide a safe environment for all citizens, visitors, and private interests*

## **ACTION**

Adopt Resolution No. 13689 authorizing:

1. The Mayor of the City of Scottsdale is authorized and directed to execute Intergovernmental Agreement No. 2026-078-COS between the City of Scottsdale and the Flood Control District of Maricopa County in the estimated total project amount of \$1,600,000 of which the City's share is estimated to be \$600,000.
2. The Mayor of the City of Scottsdale is authorized and directed to execute Development Agreement No. 2026-079-COS between the City of Scottsdale and Optima Camelview Village Condominium Association. This DA delegates the city's financial responsibility to Optima Camelview Village Condominium Association making the city's financial obligation for the project equal to zero.
3. A FY 2026/27 CIP Contingency appropriation transfer of up to \$1,600,000 to a new capital project to be funded by the reimbursements from the Flood Control District and Optima Camelview Village Condominium Association, per their respective agreements.

## **Background**

The purpose of this action is to authorize the City to enter into an intergovernmental agreement (IGA) Contract No. 2026-078-COS with the Flood Control District of Maricopa County (District) and to enter into a development agreement (DA) Contract No. 2026-079-COS for the Construction, Construction Management, and Operation and Maintenance for the Optima Camelview Village Drainage Improvement Project.

The Optima Camelview Village Condominium Association will be the lead for the Project and the City of Scottsdale will coordinate the construction related activities with the Flood Control District of Maricopa County (District)).

The Optima Camelview Village Drainage Improvement Project will design and construct catch basins, storm drains and underground retention basins. Mitigate flooding due to undersized storm drain infrastructure. Underground retention is designed to retain the

Action Taken \_\_\_\_\_

## **City Council Report | IGA with the Flood Control District of Maricopa County and DA with Optima Camelview Village Condominium Association for the Optima Camelview Village Drainage Improvement Project**

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100-year, 2-hour storm event volume of the contributory area to the existing catch basin. The catch basin will be upgraded to provide capacity for this storm event.

The area is part of the Lower Indian Bend Wash (LIBW) Area Drainage Master Study/Plan (ADMS/P), a regional study sponsored by the Flood Control District of Maricopa County (FCDMC) which was completed in December 2017. The ADMP report identified five regional drainage improvement areas and eleven smaller localized drainage improvement areas. The Project is in one of the localized drainage improvement areas.

The Intergovernmental Agreement and the Development Agreement are only for the construction, construction management, operation, and maintenance of the Project which will construct catch basins, storm drains and underground retention basins. The project will mitigate flooding due to undersized storm drain infrastructure. The proposed Project elements are shown in Location Map, attached hereto and made a part hereof.

The total project cost is estimated to be \$1.6 million. This amount is based on the best information available at the time of the execution of this IGA and the DA. Upon recognizing any anticipated increases to this estimated project cost, project partners shall communicate these anticipated increases and take appropriate actions to address the situation.

Under the terms of this IGA (Contract No. 2026-078-COS), the District will contribute \$1.0 million dollars towards the cost of Construction, Construction Management, and Operation and Maintenance of the project. The city of Scottsdale's cost share under this IGA is \$0.6 million dollars. However, the city has delegated this financial responsibility to Optima Camelview Village Condominium Association via the Development Agreement (Contract No. 2026-079-COS) between the City and Optima Camelview Village Condominium Association.

### **Significant Issues to be Addressed**

The Intergovernmental Agreement (Contract No. 2026-078-COS) identifies and defines the responsibilities of the District and the City for Project activities related to construction, construction management, operation, and maintenance. The Development Agreement (Contract No. 2026-079-COS) identifies and defines the responsibilities of the Optima Camelview Village Condominium Association and the City for Project activities related to construction, construction management, operation and maintenance.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

Staff coordinated with the Flood Control District of Maricopa County to negotiate the required IGA for Construction, Construction Management, and Operation and Maintenance of the project. Furthermore, staff coordinated with the Optima Camelview Village

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Condominium Association to negotiate the required DA for Construction, Construction Management, and Operation and Maintenance of the project.

### **Community Involvement**

As necessary, targeted public meetings will be held with the Condominium Association and other impacted public in the vicinity of the project.

### **RESOURCE IMPACTS**

#### **Available funding**

Per agreement with the Flood Control District (No. 2026-078-COS), the City of Scottsdale's contribution is equal to \$0.6 million dollars. However, the city has delegated this financial responsibility to Optima Camelview Village Condominium Association via a Development Agreement (Contract No. 2026-079-COS). Effectively, city has no financial obligation for this project.

#### **Staffing, Workload Impact**

The contract administrator responsible for enforcing all contract provisions following Section 16 of the Development Agreement Contract No. 2026-079-COS, will be Hasan Mushtaq, Floodplain Administrator, Planning and Development Services Department, City of Scottsdale. No additional staffing needs have been identified because of this action.

#### **Future Budget Implications**

The city will receive dedicated easements on the property where the project will be constructed, for the purposes of public benefit. The asset will be included in the city's list of assets, but the annual maintenance fall under Optima Camelview Village Condominium Association's responsibilities in perpetuity via a Development Agreement Contract No. 2026-079-COS. Effectively, the city has no maintenance liability for the completed Project.

### **OPTIONS & STAFF RECOMMENDATION**

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#### **Recommended Approach**

Adopt Resolution No. 13689 authorizing:

1. The Mayor of the City of Scottsdale is authorized and directed to execute Intergovernmental Agreement No. 2026-078-COS between the City of Scottsdale and the Flood Control District of Maricopa County in the estimated total project amount of \$1,600,000 of which the City's share is estimated to be \$600,000.
2. The Mayor of the City of Scottsdale is authorized and directed to execute Development Agreement No. 2026-079-COS between the City of Scottsdale and Optima Camelview Village Condominium Association. This DA delegates the city's financial responsibility to

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- Optima Camelview Village Condominium Association making the city's financial obligation for the project equal to zero.
3. A FY 2026/27 CIP Contingency appropriation transfer of up to \$1,600,000 to a new capital project to be funded by the reimbursements from the Flood Control District and Optima Camelview Village Condominium Association, per their respective agreements.

**Proposed Next Steps**

Upon approval by Council, the Floodplain Administrator will continue to work with the Flood Control District of Maricopa County and Optima Camelview Village Condominium Association to monitor all project costs during all phases of the Optima Camelview Village Drainage Improvement Project.

**RESPONSIBLE DEPARTMENT(S)**

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Planning and Development Services Department.

**STAFF CONTACT (S)**

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Hasan Mushtaq, Floodplain Administrator, [hmushtaq@scottsdaleaz.gov](mailto:hmushtaq@scottsdaleaz.gov)

**APPROVED BY**

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*Scott Selin*

\_\_\_\_\_  
Scott Selin, Budget Director  
(For Financial Policies Compliance and Budget Appropriation)  
(480) 312-2603, [sselin@scottsdaleaz.gov](mailto:sselin@scottsdaleaz.gov)

6/15/26

Date

*Michael L. Clack*

\_\_\_\_\_  
Michael Clack, Planning & Development Area Director  
(480) 312-7629, [mclack@scottsdaleaz.gov](mailto:mclack@scottsdaleaz.gov)

6/15/26

Date

*Erin Perreault*

\_\_\_\_\_  
Erin Perreault, Planning & Development Services Senior Director  
(480) 312-7093, [eperreault@scottsdaleaz.gov](mailto:eperreault@scottsdaleaz.gov)

6/15/26

Date

*Greg Caton*

\_\_\_\_\_  
Greg Caton, City Manager  
(480) 312-7759, [gcaton@scottsdaleaz.gov](mailto:gcaton@scottsdaleaz.gov)

6/15/26

Date

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**ATTACHMENTS**

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1. Resolution No. 13689
2. Location Map
3. Contract No. 2026-078-COS
4. Contract No. 2026-079-COS

RESOLUTION NO. 13689

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE INTERGOVERNMENTAL AGREEMENT NO. 2026-078-COS BETWEEN THE CITY OF SCOTTSDALE AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY AND EXECUTE DEVELOPMENT AGREEMENT NO. 2026-079-COS BETWEEN THE CITY OF SCOTTSDALE AND OPTIMA CAMELVIEW VILLAGE CONDOMINIUM ASSOCIATION FOR THE OPTIMA CAMELVIEW VILLAGE DRAINAGE IMPROVEMENT PROJECT AND A CAPITAL CONTINGENCY APPROPRIATION TRANSFER OF UP TO \$1,600,000 TO A NEW CAPITAL PROJECT.

WHEREAS, Arizona Revised Statutes Sections 11-951, et seq. provide that public agencies may enter into intergovernmental agreements for the provision of services or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies including public entities such as the Flood Control District of Maricopa County ("the District"); and

WHEREAS, the City of Scottsdale, and the District desire to enter into Intergovernmental Agreement No. 2026-078-COS for the Construction, Construction Management, Operation and Maintenance for the Optima Camelview Village Drainage Improvement Project; and

WHEREAS, the City of Scottsdale, and Optima Camelview Village Condominium Association desire to enter into Development Agreement No. 2026-079-COS for the Construction, Construction Management, Operation and Maintenance for the Optima Camelview Village Drainage Improvement Project.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Intergovernmental Agreement No. 2026-078-COS between the City of Scottsdale and the Flood Control District of Maricopa County in the estimated total project amount of \$1,600,000 of which the City's share is estimated to be \$600,000.

Section 2. The Mayor of the City of Scottsdale is authorized and directed to execute Development Agreement No. 2026-079-COS between the City of Scottsdale and Optima Camelview Village Condominium Association. This DA delegates the city's responsibilities and financial obligations under the IGA to Optima Camelview Village Condominium Association.

Section 3. A FY 2026/27 CIP Contingency appropriation transfer of up to \$1,600,000 to a new capital project to be funded by the reimbursements from the Flood Control District and Optima Camelview Village Condominium Association, per their respective agreements.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_\_ day of July, 2026.

ATTEST:


CITY OF SCOTTSDALE, an  
Arizona municipal corporation.

By: \_\_\_\_\_  
Ben Lane, City Clerk

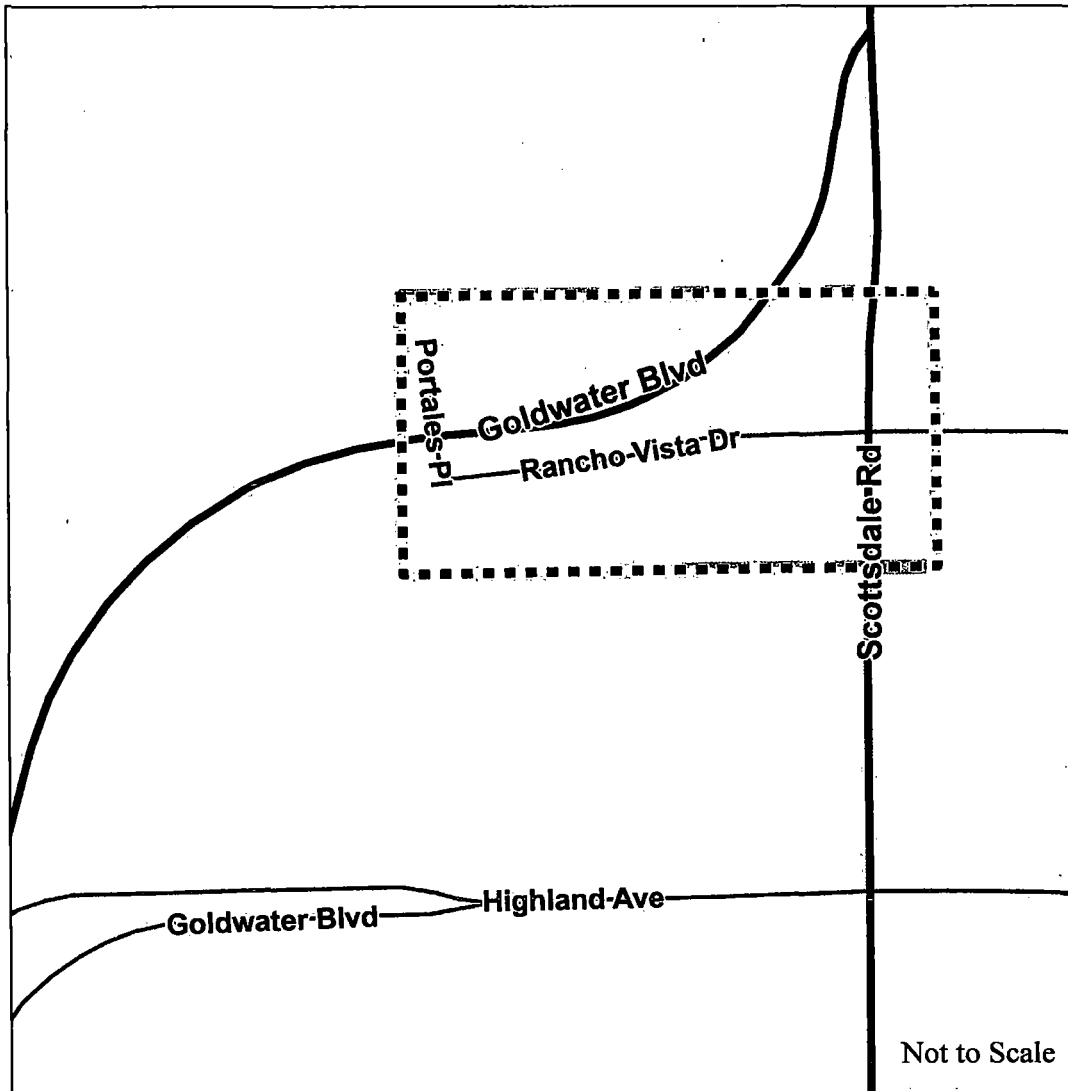
By: \_\_\_\_\_  
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

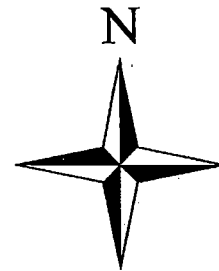
OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Luis E. Santaella, City Attorney  
By: Karen Tyler, Principal Assistant City Attorney

**Exhibit A: Optima Camelview Village Drainage Improvements**



 **Optima Camel View Village Project Area**



**Intergovernmental Agreement**

for the

**Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction  
Management and Operation and Maintenance**  
of the

**Optima Camelview Village Drainage Improvements**

between the

**City of Scottsdale**

and the

**Flood Control District of Maricopa County**

**IGA FCD 2026A004**

**Agenda Item \_\_\_\_\_**

**City of Scottsdale Contract Number 2026-078-COS**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors (the "DISTRICT"), and the City of Scottsdale, an Arizona municipal corporation, acting by and through its Mayor and CITY Council, (the "CITY"). The CITY and the District are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

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.) § 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. § 9-240(B) and A.R.S. §11-952, as amended, and the Scottsdale City Charter Section 3-1, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

**BACKGROUND**

3. On October 19, 2022 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2022R003 (C-69-23-013-X-00) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.
4. Under the DISTRICT's Small Project Assistance Program for Fiscal Year 2026, the CITY proposed the Optima Camelview Village Drainage Improvements (the "PROJECT") to provide the following benefits:
  - 4.1 Reduce the flood hazard to properties that have experienced historic flooding.

5. The PROJECT has been recommended by DISTRICT staff for the Fiscal Year 2026 program.

### **PURPOSE OF THE AGREEMENT**

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the CITY for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the PROJECT.

### **TERMS OF AGREEMENT**

7. The PROJECT shall mean the features required to accomplish the benefits enumerated in paragraph 4 of this Agreement. Features of the PROJECT, as envisioned at the time of this Agreement, are represented in Exhibit A but are subject to change without amendment to this Agreement.
8. PROJECT DESIGN AND CONSTRUCTION COST shall mean the actual amount of money required to complete the flood control features of the PROJECT that are completed and invoiced by the CITY to the DISTRICT between July 1, 2025 and June 30, 2027.
  - 8.1 The following costs are expressly excluded from the PROJECT DESIGN AND CONSTRUCTION COST shared under this Agreement:
    - 8.1.1 Costs associated with rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.
    - 8.1.2 Costs associated with multi-use, landscaping or aesthetic features.
    - 8.1.3 Costs associated with utility conflicts and utility relocations.
  - 8.2 The PROJECT DESIGN AND CONSTRUCTION COST is estimated to be \$1,600,000, but is subject to change without amendment to this Agreement.
9. The DISTRICT shall:
  - 9.1 Fund seventy-five percent (75%) of the PROJECT DESIGN AND CONSTRUCTION COST incurred and invoiced between July 1, 2025 and June 30, 2027, with the funding from the DISTRICT limited to a maximum of \$1,000,000 in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is \$1,000,000. DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding. This term shall not be amended.
  - 9.2 Reimburse the CITY per the terms of this Agreement within thirty (30) days of receipt of an approvable invoice from the CITY for its share of the PROJECT DESIGN AND CONSTRUCTION COST.
  - 9.3 Participate in a final inspection of the completed PROJECT with the CITY.

10. The CITY shall:

- 10.1 Fund the full PROJECT DESIGN AND CONSTRUCTION COSTS not reimbursed by the DISTRICT, making the CITY's estimated PROJECT DESIGN AND CONSTRUCTION COST share \$600,000 and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2025 or after June 30, 2027.
- 10.2 Fully and solely pay any payment required that does not fall within the definition of PROJECT DESIGN OR CONSTRUCTION COST.
- 10.3 Serve as the lead agency for all aspects of PROJECT implementation.
- 10.4 Invoice the DISTRICT as follows:
  - 10.4.1 Within thirty (30) days of award of a PROJECT construction contract for one-half (1/2) of its share of the PROJECT DESIGN AND CONSTRUCTION COSTS.
  - 10.4.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2027, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT DESIGN AND CONSTRUCTION COST incurred, if any, to date.
- 10.5 Reimburse the DISTRICT for any previous over-payments.
- 10.6 Design the PROJECT, provide PROJECT plans and specifications to the DISTRICT (including interim submittals as appropriate) for review and comment. The DISTRICT shall provide, within three (3) weeks of receipt of the plans and specifications from the CITY, comments on the plans and specifications, if any. The CITY shall incorporate the comments provided by the DISTRICT into the PROJECT as appropriate.
- 10.7 Coordinate and staff any necessary public involvement activities related to the PROJECT.
- 10.8 Obtain all permits required for the PROJECT.
- 10.9 Ensure all rights-of-way required for the PROJECT are available to construct project.
- 10.10 Relocate conflicting utilities.
- 10.11 Construct the PROJECT, provide construction management (including materials testing and survey work), and provide any proposed construction change orders to the DISTRICT for concurrence.
- 10.12 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 10.13 After completion of PROJECT be responsible for operation and maintenance of the completed PROJECT. 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. The

CITY may delegate this responsibility to a third party but will remain ultimately accountable to the DISTRICT under this Agreement.

10.14 On an annual basis, commencing on the first anniversary date of the completion and acceptance of the project, provide written notification to the DISTRICT that the project has been properly maintained by the CITY of Scottsdale over the past year in accordance with the project design intent and to ensure proper hydraulic function.

10.15 Require that any contractor selected for the PROJECT:

10.15.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A).

10.15.2 Warrant and certify that it does not currently, and agrees for the duration of the contract that it will not, use:

The forced labor of ethnic Uyghurs in the People's Republic of China.

Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the CITY becomes aware during the term of the Agreement that any Contractor is not in compliance with this paragraph, the CITY shall notify the DISTRICT within five business days after becoming aware of the noncompliance. Failure of CITY to provide a written certification that the appropriate contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period. Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A);

10.15.3 Agree that a breach of the warranty under paragraph 10.15.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

10.15.4 Agree that the DISTRICT 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 10.15.1;

11. Any local permits required for the PROJECT that are issued by either PROJECT PARTNER shall be issued at no cost to the PROJECT.

12. Either PROJECT PARTNER may, with written notice of all PROJECT PARTNERS, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

13. Each PROJECT PARTNER certifies that it has disclosed to the other PROJECT PARTNER any known ongoing or anticipated litigation (to which it is a party) related to the PROJECT or PROJECT-affiliated flooding hazards, and shall continue to make such disclosures through the duration of this Agreement.
14. In the case of any dispute over any items in this Agreement, the PROJECT PARTNERS 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 PROJECT PARTNERS to seek any remedies provided by law.
15. Each PROJECT PARTNER shall take reasonable and necessary actions within its 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 or any other applicable discharge requirements, including any permit requirements.
16. The PROJECT PARTNERS 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 on contract to the DISTRICT and agreeable to the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance by all PROJECT PARTNERS of the audit report.
17. Each PROJECT PARTNER (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. The CITY shall further, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT 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 recreational use of the PROJECT in the event that it elects to invite such use (with or without DISTRICT concurrence). Such indemnification obligations 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 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.
18. Each PROJECT PARTNER
  - 18.1 Shall comply with A.R.S. §§ 41-4401 and 23-214(A). Failure by either PROJECT PARTNER to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
  - 18.2 Retains the legal right to inspect the records of the other PROJECT PARTNER's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).

19. All notices or demands upon any PROJECT PARTNER shall be in writing and shall be delivered in person, by express delivery service for which a receipt is obtained or sent by mail addressed as follows:

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

City of Scottsdale  
City Manager  
7447 E. Indian School Road, Suite 300  
Scottsdale, AZ 85251

20. This Agreement shall expire either (a) June 30, 2027, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
21. This Agreement is subject to the provisions of A.R.S. § 38-511.
22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, 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.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.

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

Recommended by:

\_\_\_\_\_  
Chief Engineer and General Manager      Date

Approved and Accepted:

By: \_\_\_\_\_  
Chair, Board of Directors      Date

Attest:

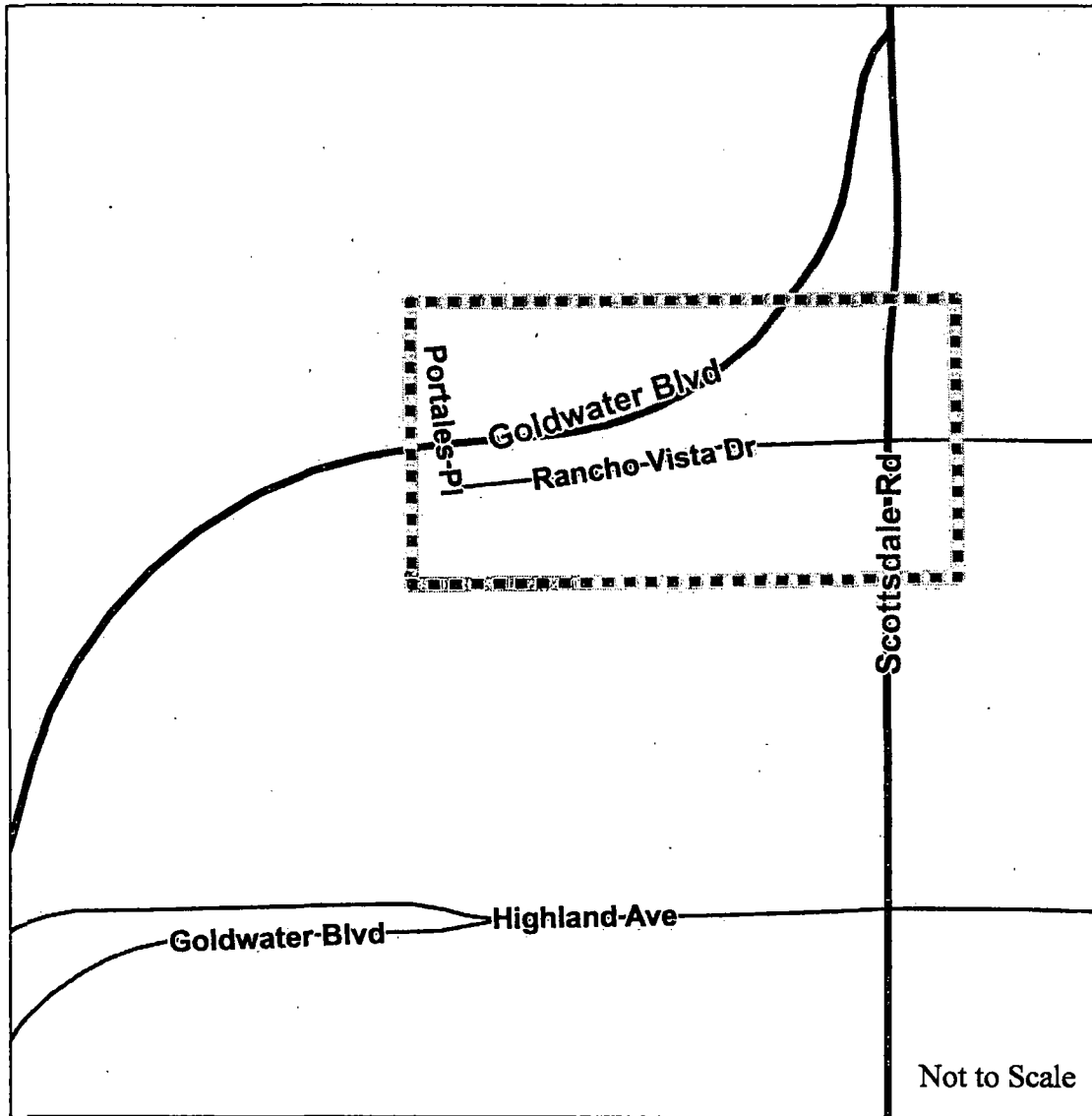
By: \_\_\_\_\_  
Clerk of the Board      Date

The foregoing Intergovernmental Agreement FCD 2026A004 has been reviewed pursuant to A.R.S. 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.

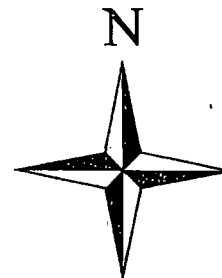
\_\_\_\_\_  
General Counsel      Date



**Exhibit A: Optima Camelview Village Drainage Improvements**



 **Optima Camel View Village Project Area**



**WHEN RECORDED, MAIL TO:**  
CITY OF SCOTTSDALE  
ONE STOP SHOP/RECORDS  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

Contract No. 2026-079-COS

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into between Optima Camelview Village Condominium Association, an Arizona nonprofit corporation ("Optima") and the City of Scottsdale, Arizona, a municipal corporation (the "City"), each individually referred to as Party and collectively referred to as the Parties.

### **RECITALS**

This Agreement is predicated upon the following:

- A. Optima is the condominium unit owners' association responsible for the operation and maintenance of real property located at 7198 E. Rancho Vista Dr. Scottsdale, AZ 85251 (APN 173-33-900A) on behalf of the owners of the real property pursuant to the Second Amended and Restated Declaration of Condominium for Optima Camelview Village Condominium recorded as Instrument No. 2006-0046948 in the official records of Maricopa County, Arizona.
- B. Arizona Revised Statutes ("A.R.S.") §9-500.05, authorizes City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City.
- C. Optima is responsible for the construction, operation and maintenance of a stormwater facility pursuant to Scottsdale City Code Section 37-54.
- D. The City finds that facilitating Optima's construction, operation and maintenance of a stormwater facility is in the best interest of the City to enhance stormwater flow within that area of the City.
- E. The City applied for a grant from the Flood Control District of Maricopa County ("District") to partially fund construction of the Optima stormwater system, known as the Optima Camelview Village Drainage Improvements (the "Project").
- F. The District and the City will be required to enter into an Intergovernmental Agreement, in substantially the same form as Exhibit A, setting forth the terms for the design, rights-of-way acquisition, utility relocations, construction, construction

management, and operation and maintenance of the Project, as well as the reimbursement of up to 75% of the Project's design and construction costs not to exceed \$1,000,000.00.

- G. The Parties wish to assign and delegate all of the City's rights, liabilities and responsibilities under the IGA FCD 2026A004 (Contract No. 2026-XXX-COS) to Optima, except as otherwise set forth herein.

### **AGREEMENTS**

NOW, THEREFORE, and in consideration of the above, the promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by reference.
2. **Project Plans.** Optima shall submit Project plans and specifications to the City prior to commencement of construction. Project plans shall comply with Scottsdale Code Section 37-53 and the Design Standards & Policies Manual (DSPM). The City shall in turn submit the plans to the District for review and comment. Optima shall incorporate the comments provided by the District and the City into the Project.
3. **Costs Incurred Outside of the IGA term.** Optima shall be solely responsible for and bear all costs associated with the Project incurred outside of the allowable time frame as set forth in IGA FCD 2026A004 between the City and the District.
4. **Permits.** Optima shall obtain all permits required for the Project. Optima shall be responsible for the cost of all permits except those issued by the District or the City.
5. **Utilities.** Optima shall, at its sole cost, relocate any conflicting utilities.
6. **Bond Requirements.** Optima shall, throughout the term of this Agreement, maintain a bond in the amount of Two Million dollars (\$2,000,000) (the "Bond") as an assurance of full performance of the construction of the Project. The Bond shall be provided by an issuer satisfactory to the City, comply with applicable City standards, policies and procedures, and shall contain provisions and be in a form approved by the City's Attorney and Risk Management Division. Optima shall not have the power to interfere with the City's obtaining or using the funds or other benefits associated with the Bond.
7. **Project Design and Construction Costs.** Project Design and Construction Costs shall mean the actual amount of money required to complete the flood control features of the project that are completed between July 1, 2025 and June 30, 2027 and are eligible for reimbursement.

7.1 Excluded Costs. The following costs are expressly excluded from the Project Design and Construction Cost, are not eligible for reimbursement, and are the sole responsibility of Optima:

7.1.1 Costs associated with rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.

7.1.2 Costs associated with multi-use, landscaping or aesthetic features.

7.1.3 Costs associated with utility conflicts and utility relocations.

7.2 Change Orders. Optima shall submit all change orders to the City who will in turn submit the change orders to the District for approval.

8. Reimbursement. Optima shall fund the full Project Design and Construction Costs not reimbursed by the District and shall fully and solely pay any payment required that does not fall within the definition of Project Design and Construction Costs in IGA FCD 2026A004 (Contract Number 2026-XXX-COS) between the City and the District.

8.1 Optima shall invoice the City as follows:

8.1.1 Within thirty (30) days of award of a PROJECT construction contract for one-half (1/2) of its share of the Project Design and Construction Costs.

8.1.2 Within thirty (30) days of completion of construction of the Project, but no later than May 30, 2027, prepare a final accounting including change order costs not previously paid.

9. District Funding Availability. Should the District fail to fund any portion of the Project for any reason including termination of the IGA or lack of District funds, the City shall not be responsible for any Project Design and Construction Costs incurred by Optima.

10. Drainage Easement. Within 30 days of the Effective Date of this Agreement, Optima shall grant the City a non-exclusive drainage easement, on a form acceptable to the City, to allow the City to inspect the Project in accordance with Scottsdale Code Section 37-70 and abate any violations in accordance with Scottsdale Code Section 37-84. Optima shall reimburse the City for all costs incurred by the City for the abatement and restoration of the Project. The City shall have a lien on the property for all costs not reimbursed by Optima within thirty (30) days of being invoiced by the City.

11. Project Ownership. The completed Project shall be owned by the Optima owners and Optima shall be responsible for operation and maintenance of the completed Project on behalf of the owners.

12. Project Maintenance. Optima shall comply with Scottsdale Code Sections 37-54 and 37-77. Additionally, Optima shall perform maintenance including, but not limited to, maintaining the flood control function of the Project, including sediment and vegetation removal including ensuring that no deep rooted trees are allowed with the Project, 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. At no time shall any use of the Project area be allowed that may have an adverse impact on the quality of the stormwater.

13. Project Audit. If an audit of the Project is requested by the District, Optima shall be solely responsible for all costs owed by the City to the District for the cost of the audit.

14. Project Contractors. Optima shall require that any contractor selected for the Project:

14.1.1. Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A).

14.1.2. Warrant and certify that it does not currently, and agrees for the duration of the contract that it will not, use:

The forced labor of ethnic Uyghurs in the People's Republic of China.

Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Optima becomes aware during the term of the Agreement that any Contractor is not in compliance with this paragraph, Optima shall notify the City within five business days after becoming aware of the noncompliance. Failure of Optima to provide a written certification that the appropriate contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

14.1.3. Agree that a breach of the warranty under paragraph 14.1.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract.

14.1.4. 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 11.

15. Right of Access. Optima shall grant the City and District access to the Project area to conduct inspections.

16. City Administration Costs. Optima shall reimburse the City for the costs incurred by the City to administer the Project grant and this Agreement. After the City expends any funds to advance the Project or Optima otherwise becomes indebted to the City under this Paragraph, Optima shall repay such amounts within thirty (30) days of notice and billing by the City in accordance with Paragraph 21.1. After thirty (30) days, any unpaid amount shall bear interest at the rate of one and five-tenths percent (1.5%) per month.

17. Indemnification. Optima shall to the extent permissible by law, indemnify, defend and save harmless the City 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. Optima shall further, to the extent permissible by law, indemnify, defend and save harmless the City 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 recreational use of the Project in the event that it elects to invite such use (with or without City concurrence). Such indemnification obligations 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 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.

18. Amendments or Cancellation of the Agreement. This Agreement may be amended or canceled, in whole or in part only with the mutual written consent of City and Optima. Within ten (10) days after any such amendment or cancellation of this Agreement is fully executed by all Parties, the amendment or cancellation shall be recorded by City in the Official Records of Maricopa County, Arizona.

19. Term. The term of this Agreement begins on the Effective Date and, if not sooner terminated or extended by the written agreement of the Parties, shall remain in full force and effect until automatically terminated on December 31, 2027, unless extended by subsequent agreement prior to such termination.

20. Relationship of the Parties. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the Parties.

21. General Provisions.

21.1. Notices.

21.1.1. Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or required to be given in connection herewith ("Notices") shall be validly given, filed, made, delivered or served in writing and delivered personally, sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid, or via overnight delivery service to:

If to the City: City of Scottsdale  
7447 E. Indian School Rd., Suite 125  
Scottsdale, Arizona 85251  
Attn: Hasan Mushtaq  
Email: [hmushtaq@scottsdaleaz.gov](mailto:hmushtaq@scottsdaleaz.gov)

With a copy to: City of Scottsdale  
3939 Drinkwater Boulevard  
Scottsdale, Arizona 85251  
Attn: City Attorney's Office  
Email: [ktyler@scottsdaleaz.gov](mailto:ktyler@scottsdaleaz.gov)

If to Optima: 7147 E. Rancho Vista Dr., B9  
Scottsdale, AZ, pa, 85251  
Attn: General Manager  
Community Manager  
Email: [mpedersen@AssociatedAsset.com](mailto:mpedersen@AssociatedAsset.com);  
[mmilani@AssociatedAsset.com](mailto:mmilani@AssociatedAsset.com)

Or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

The Party providing notice pursuant to this Paragraph shall also provide an electronic copy of such notice at the electronic mail addresses listed above or to that electronic mail address known at the time such notice is provided. However, notice given by electronic mail or facsimile will not be considered valid notice.

21.2. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service, in the manner set forth above.

21.3. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision

of this Agreement.

21.4. Attorneys' Fees and Costs. If legal action by either Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees and court costs.

21.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21.6. Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

21.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement shall not be changed or added to except in the manner provided in Paragraph 18. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement.

21.8. Severability. If any provision of this Agreement is declared void or unenforceable, the provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

21.9. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the Parties hereby waive any right to object to such venue.

21.10. Default, Remedies. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a reasonable time after written notice thereof from the other Party in accordance with Paragraph 21.1 shall constitute a default under this Agreement. The notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within a reasonable time, the non-defaulting Party shall be entitled to all remedies available at both law and in equity, including specific performance.

21.11. Authority. Optima represents and warrants that it is a corporation duly formed and validly existing under the laws of the State of Arizona and is qualified to transact business in the State of Arizona and that the individual executing this Agreement on behalf of Optima is authorized and empowered to do so.

21.12. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

21.13. Cancellation. This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

21.14. No Liability of City Officials and Employees. No member, official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount which may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of this Agreement or related to this Agreement.

21.15. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence and memoranda or representation regarding the Project.

21.16. Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Optima or City.

21.17. Survival of Covenants, Warranties and Indemnifications. All covenants, representations, warranties and indemnifications contained in this Agreement shall survive the execution and delivery of this Agreement, all conveyances contemplated by this Agreement, and the rescission, cancellation, expiration or termination of this Agreement for any reason.

21.18. No Additional Warranties. Each Party has been assisted by independent counsel of its own choosing and has been fully apprised of all risks associated with this Agreement and the transactions contemplated herein. City has made no representation, warranty, guaranty or inducement of any kind in connection with this Agreement. Without limitation, City has made no representation, warranty, guaranty or statement of inducement regarding the value of any property, right or interest; title to any property or interest therein; the tax consequences of any transaction or the availability; the unavailability (and the benefits or lack of benefits) of any alternative transaction structure; or the enforceability of any provision of this Agreement under current or future laws. The risk that any provision of this Agreement shall be determined to be illegal, invalid or unenforceable in any respect shall rest with the party who is the intended beneficiary of any such provision.

21.19. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties' successors and assigns.

21.20. Time of the Essence. Time is of the essence with respect to each obligation of each Party hereunder.

21.21. Contract Administrator. The Contract Administrator for this Agreement on behalf of City shall be Hasan Mushtaq.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[END OF TEXT- SIGNATURE PAGE TO FOLLOW]

**OPTIMA CAMELVIEW VILLAGE CONDOMINIUM  
ASSOCIATION, INC., an Arizona  
corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ARIZONA        )  
                                  ) ss  
County of Maricopa        )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by  
\_\_\_\_\_, \_\_\_\_\_ of Optima,  
a Arizona corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CITY:** **CITY OF SCOTTSDALE**, an Arizona municipal corporation

By: \_\_\_\_\_  
Lisa Borowsky, Mayor

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

STATE OF ARIZONA        )  
  ) ss  
County of Maricopa        )

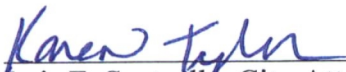
SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Lisa Borowsky, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Luis E. Santaella, City Attorney  
By: Karen Tyler, Principal Assistant City Attorney

# EXHIBIT A

## Intergovernmental Agreement

for the

**Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction  
Management and Operation and Maintenance**  
of the

**Optima Camelview Village Drainage Improvements**

between the

**City of Scottsdale**

and the

**Flood Control District of Maricopa County**

**IGA FCD 2026A004**

**Agenda Item \_\_\_\_\_**

**City of Scottsdale Contract Number 2026-078-COS**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors (the "DISTRICT"), and the City of Scottsdale, an Arizona municipal corporation, acting by and through its Mayor and CITY Council, (the "CITY"). The CITY and the District are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

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.) § 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. § 9-240(B) and A.R.S. §11-952, as amended, and the Scottsdale City Charter Section 3-1, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

## BACKGROUND

3. On October 19, 2022 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2022R003 (C-69-23-013-X-00) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.
4. Under the DISTRICT's Small Project Assistance Program for Fiscal Year 2026, the CITY proposed the Optima Camelview Village Drainage Improvements (the "PROJECT") to provide the following benefits:
  - 4.1 Reduce the flood hazard to properties that have experienced historic flooding.

City of Scottsdale Contract Number 2026-078-COS

IGA FCD 2026A004

PCN 699.26.31

PAGE 1 OF 8

5. The PROJECT has been recommended by DISTRICT staff for the Fiscal Year 2026 program.

#### PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the CITY for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the PROJECT.

#### TERMS OF AGREEMENT

7. The PROJECT shall mean the features required to accomplish the benefits enumerated in paragraph 4 of this Agreement. Features of the PROJECT, as envisioned at the time of this Agreement, are represented in Exhibit A but are subject to change without amendment to this Agreement.
8. PROJECT DESIGN AND CONSTRUCTION COST shall mean the actual amount of money required to complete the flood control features of the PROJECT that are completed and invoiced by the CITY to the DISTRICT between July 1, 2025 and June 30, 2027.
  - 8.1 The following costs are expressly excluded from the PROJECT DESIGN AND CONSTRUCTION COST shared under this Agreement:
    - 8.1.1 Costs associated with rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.
    - 8.1.2 Costs associated with multi-use, landscaping or aesthetic features.
    - 8.1.3 Costs associated with utility conflicts and utility relocations.
  - 8.2 The PROJECT DESIGN AND CONSTRUCTION COST is estimated to be \$1,600,000, but is subject to change without amendment to this Agreement.
9. The DISTRICT shall:
  - 9.1 Fund seventy-five percent (75%) of the PROJECT DESIGN AND CONSTRUCTION COST incurred and invoiced between July 1, 2025 and June 30, 2027, with the funding from the DISTRICT limited to a maximum of \$1,000,000 in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is \$1,000,000. DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding. This term shall not be amended.
  - 9.2 Reimburse the CITY per the terms of this Agreement within thirty (30) days of receipt of an approvable invoice from the CITY for its share of the PROJECT DESIGN AND CONSTRUCTION COST.
  - 9.3 Participate in a final inspection of the completed PROJECT with the CITY.

10. The CITY shall:

- 10.1 Fund the full PROJECT DESIGN AND CONSTRUCTION COSTS not reimbursed by the DISTRICT, making the CITY's estimated PROJECT DESIGN AND CONSTRUCTION COST share \$600,000 and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2025 or after June 30, 2027.
- 10.2 Fully and solely pay any payment required that does not fall within the definition of PROJECT DESIGN OR CONSTRUCTION COST.
- 10.3 Serve as the lead agency for all aspects of PROJECT implementation.
- 10.4 Invoice the DISTRICT as follows:
  - 10.4.1 Within thirty (30) days of award of a PROJECT construction contract for one-half (1/2) of its share of the PROJECT DESIGN AND CONSTRUCTION COSTS.
  - 10.4.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2027, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT DESIGN AND CONSTRUCTION COST incurred, if any, to date.
- 10.5 Reimburse the DISTRICT for any previous over-payments.
- 10.6 Design the PROJECT, provide PROJECT plans and specifications to the DISTRICT (including interim submittals as appropriate) for review and comment. The DISTRICT shall provide, within three (3) weeks of receipt of the plans and specifications from the CITY, comments on the plans and specifications, if any. The CITY shall incorporate the comments provided by the DISTRICT into the PROJECT as appropriate.
- 10.7 Coordinate and staff any necessary public involvement activities related to the PROJECT.
- 10.8 Obtain all permits required for the PROJECT.
- 10.9 Ensure all rights-of-way required for the PROJECT are available to construct project.
- 10.10 Relocate conflicting utilities.
- 10.11 Construct the PROJECT, provide construction management (including materials testing and survey work), and provide any proposed construction change orders to the DISTRICT for concurrence.
- 10.12 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 10.13 After completion of PROJECT be responsible for operation and maintenance of the completed PROJECT. 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. The

CITY may delegate this responsibility to a third party but will remain ultimately accountable to the DISTRICT under this Agreement.

10.14 On an annual basis, commencing on the first anniversary date of the completion and acceptance of the project, provide written notification to the DISTRICT that the project has been properly maintained by the CITY of Scottsdale over the past year in accordance with the project design intent and to ensure proper hydraulic function.

10.15 Require that any contractor selected for the PROJECT:

10.15.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A).

10.15.2 Warrant and certify that it does not currently, and agrees for the duration of the contract that it will not, use:

The forced labor of ethnic Uyghurs in the People's Republic of China.

Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the CITY becomes aware during the term of the Agreement that any Contractor is not in compliance with this paragraph, the CITY shall notify the DISTRICT within five business days after becoming aware of the noncompliance. Failure of CITY to provide a written certification that the appropriate contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period. Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A);

10.15.3 Agree that a breach of the warranty under paragraph 10.15.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

10.15.4 Agree that the DISTRICT 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 10.15.1;

11. Any local permits required for the PROJECT that are issued by either PROJECT PARTNER shall be issued at no cost to the PROJECT.

12. Either PROJECT PARTNER may, with written notice of all PROJECT PARTNERS, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

13. Each PROJECT PARTNER certifies that it has disclosed to the other PROJECT PARTNER any known ongoing or anticipated litigation (to which it is a party) related to the PROJECT or PROJECT-affiliated flooding hazards, and shall continue to make such disclosures through the duration of this Agreement.
14. In the case of any dispute over any items in this Agreement, the PROJECT PARTNERS 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 PROJECT PARTNERS to seek any remedies provided by law.
15. Each PROJECT PARTNER shall take reasonable and necessary actions within its 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 or any other applicable discharge requirements, including any permit requirements.
16. The PROJECT PARTNERS 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 on contract to the DISTRICT and agreeable to the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance by all PROJECT PARTNERS of the audit report.
17. Each PROJECT PARTNER (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. The CITY shall further, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT 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 recreational use of the PROJECT in the event that it elects to invite such use (with or without DISTRICT concurrence). Such indemnification obligations 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 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.
18. Each PROJECT PARTNER
  - 18.1 Shall comply with A.R.S. §§ 41-4401 and 23-214(A). Failure by either PROJECT PARTNER to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
  - 18.2 Retains the legal right to inspect the records of the other PROJECT PARTNER's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).

19. All notices or demands upon any PROJECT PARTNER shall be in writing and shall be delivered in person, by express delivery service for which a receipt is obtained or sent by mail addressed as follows:

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

City of Scottsdale  
City Manager  
7447 E. Indian School Road, Suite 300  
Scottsdale, AZ 85251

20. This Agreement shall expire either (a) June 30, 2027, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
21. This Agreement is subject to the provisions of A.R.S. § 38-511.
22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, 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.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.

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

Recommended by:

\_\_\_\_\_  
Chief Engineer and General Manager      Date

Approved and Accepted:

By: \_\_\_\_\_  
Chair, Board of Directors      Date

Attest:

By: \_\_\_\_\_  
Clerk of the Board      Date

The foregoing Intergovernmental Agreement FCD 2026A004 has been reviewed pursuant to A.R.S. 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.

\_\_\_\_\_  
General Counsel      Date

CITY OF SCOTTSDALE  
A Municipal Corporation

Approved and Accepted By:

\_\_\_\_\_  
Lisa Borowsky, Mayor

\_\_\_\_\_  
Date

Attest:

By:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
Date

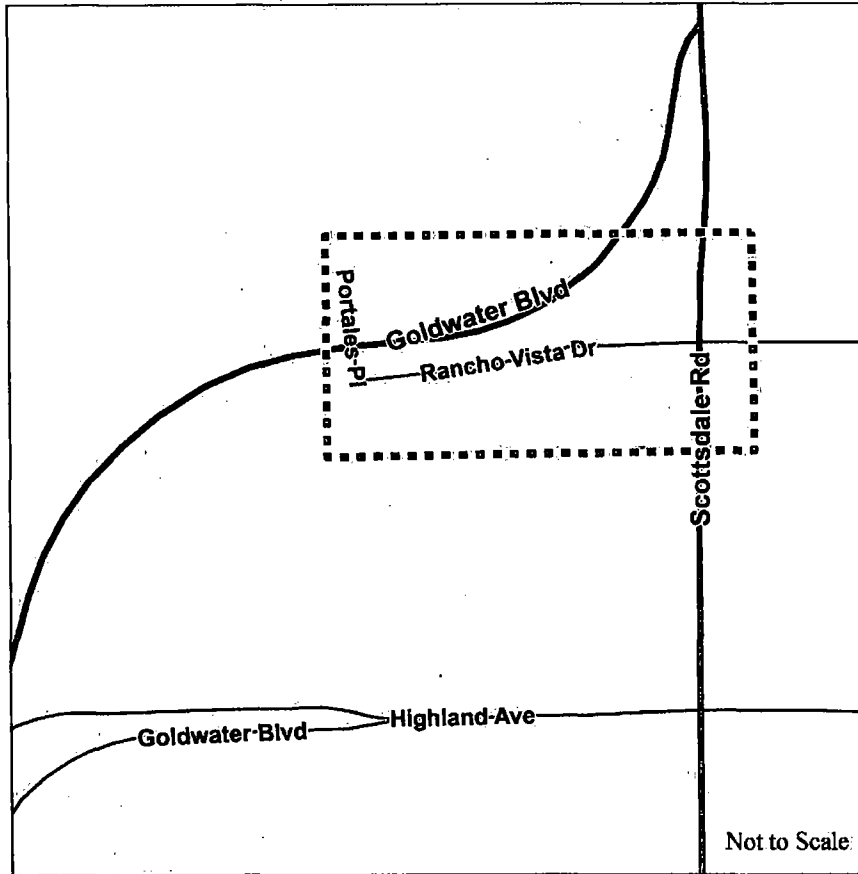
The foregoing Intergovernmental Agreement FCD 2026A004 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Scottsdale under the laws of the State of Arizona.

OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Luis Santaella, City Attorney      Date

By: Karen Tyler, Principal Assistant City Attorney

**Exhibit A: Optima Camelview Village Drainage Improvements**



 **Optima Camel View Village Project Area**

