



RESOLUTION 2013-899

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING
INTERGOVERNMENTAL AGREEMENT NO.13-0000292-I WITH ARIZONA
DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION
OF A ROUNDABOUT AT STATE ROUTE 260- AND INDUSTRIAL DRIVE IN CAMP
VERDE.**

WHEREAS, The State is empowered by Arizona Revised Statutes §28-401 to enter into this Agreement; and

WHEREAS, The Town is empowered by Arizona Revised Statutes § 9-240 and §11-952.D to enter into this Agreement; and

WHEREAS, In Fiscal Year 2015, the State will obtain Federal Funds totaling \$2,200,000, upon authorization from FHWA, proceed with the environmental clearance, design, bid advertisement, award, and construction administration in connection with the design and construction of a roundabout at State Route 260 and Industrial Drive in the Town of Camp Verde (the "Project"; The State shall be responsible for the completion of the Project in accordance with the requirements of the Project Plans and Specifications; and

WHEREAS, upon completion of the Project the State will assume full responsibility of maintaining the lighting associated with the Project; and

WHEREAS, The Town will contribute \$25,650 toward the Project. The Town will maintain all sidewalks, new curb, gutters, provide weed control and the electrical bill associated with the Project; and

WHEREAS, The Parties agree to and acknowledge that each shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA DO HERBY RESOLVE AS FOLLOWS:

To approve the Intergovernmental Agreement with ADOT for the design, construction and maintenance of a roundabout at State Route 260 and Industrial Drive in the Town of Camp Verde and authorize the Mayor to execute any and all documents in connection with such approval.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, this 16th day of October, 2013.



Charles German, Mayor

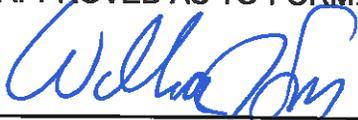
Date: 10/17/2013

ATTEST:



Deborah Barber, Town Clerk

APPROVED AS TO FORM:



W. J. Sims, Town Attorney

ADOT File No.: IGA/JPA 13-0000292-I
AG Contract No.: P001 2013 000834
Project: Design & Construct
Roundabout
Section: SR260 at Industrial Drive
TRACS No.: H8625 01D/01C
Budget Source: 716

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CAMP VERDE

THIS AGREEMENT is entered into this date October 28, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), and the TOWN OF CAMP VERDE, acting by and through its MAYOR (the "Town"). The State and the Town, are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statute § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the Town.
3. The State will design, advertise, award and administer construction of a roundabout at State Route (SR) 260 and Industrial Drive, herein after referred to as the 'Project'. The State will obtain federal funds in Fiscal Year 2015 for the costs associated with the design and construction of the Project. The Town will contribute **\$25,650.00** toward the project. The Town will also maintain all sidewalks, new curb, gutters, provide weed control and the electrical bill associated with the Project.
4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

5. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

H8625 01D (scoping/design):

Federal-aid funds @ 100% (capped)	\$ 600,000.00
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H8625 01C (construction):

Federal-aid funds @ 100% (capped)	\$1,150,000.00
Federal-aid funds @ 94.3%	\$ 424,350.00
Town's contribution @ 5.7%	<u>\$ 25,650.00</u>

Subtotal – Construction**	\$ 1,600,000.00
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TOTAL Project Cost	\$ 2,200,000.00
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Total Estimated Town Funds	\$ 25,650.00
Total Federal Funds	\$ 2,174,350.00

** (Includes 15% CE and 5% Project contingencies)

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if the Project is approved by FHWA and funds for the Project are available.

b. Upon completion of the design, and prior to bid advertisement, performing or authorizing any work on the Project, invoice the Town for the Town's contribution toward the Project, in the amount of **\$25,650.00**.

c. Prepare and provide design plans, specifications environmental clearance and other such documents and services required for construction of the Project. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the Project.

d. Submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for design, construction and construction administration. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans and Specifications.

e. Upon authorization from FHWA, proceed to advertise for, receive and open bids, select and contract with the firm or firms to whom the award is made for the design and construction of the Project. The State shall be responsible for all contractor claims for additional compensation caused by or attributable to the State.

f. Upon completion of the Project, agree to accept and assume full responsibility of maintaining the lighting associated with the Project. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

g. Be granted, without cost, the right to enter Town rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

2. The Town will:

a. Upon execution of this Agreement, designate the State as authorized agent for the Town.

b. Upon completion of the design and within thirty (30) days of receipt of an invoice from the State, remit to the State **\$25,650.00** for the Town's contribution toward the Project.

c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

d. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

e. Hereby grant to the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary Rights-of-Entry on, to and over County rights-of-way.

f. Obtain, per established procedures of the State's Prescott District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Agree that any new construction or installation shall require a separate permit as per the Prescott District's established procedures, of which may be obtained through the Prescott District Office referenced herein.

g. Upon completion of the Project, agree to accept and assume full responsibility of maintaining all sidewalks, new curb, gutters and provide weed control associated with the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein, shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to the other party. It is further understood and agreed that, in the event the Town cancels this Agreement, the State shall have no other obligation to continue with the Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, neither Party to this Agreement shall be obligated to continue with the Project or provide funds for past, current or future expenses under this agreement.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State,

any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Town, the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. The provisions of Arizona Revised Statute § 35-214 are applicable to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. **Non-Availability of Funds:** Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statute § 12-1518.

11. 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:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Camp Verde
Attn: Ron Long
395 S Main St.
Camp Verde, Arizona 86322
(928) 567-0534

12. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401 and Title 34 of the Arizona Revised Statutes.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. In accordance with Arizona Revised Statute § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CAMP VERDE

By 
CHARLES GERMAN
Mayor

STATE OF ARIZONA
Department of Transportation

By 
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By 
DEBORAH BARBER
Town Clerk

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 8th day of October, 2013.



Town Attorney



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012013000834 (ADOT IGA/JPA 13-0000292-I), an Agreement between public agencies, the State of Arizona and Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 28, 2013

THOMAS C. HORNE
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl:#3589764
Attachment