

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

W W W . Y C F L O O D . C O M

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX



10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

CHANGE ORDER INTERGOVERNMENTAL AGREEMENT FISCAL YEAR 2014/15

PROJECT: Tonopah Drive Drainage Improvement Project

FCD Project#: FC0069

Date of Original Intergovernmental Agreement (IGA): July 15, 2013

OWNER: Yavapai County Flood Control District Change Order No. 1

COMMUNITY: Town of Prescott Valley Change Order Date: 8/4/14

The following changes shall be made to this Contract:

The Project added to this Contract is	<u>Continuation of Proj.</u>
The original IGA Contract Sum was	\$ <u>585,000.00</u>
Net change by previous Change Orders (+ or -)	\$ <u>0.00</u>
IGA Funds spent to date (through end FY 13/14)	\$ <u>585,000.00</u>
IGA Funds remaining at end of FY 13/14	\$ <u>0.00</u>
The Contract IGA Sum will be changed by	\$ <u>300,000.00</u>
Contract IGA Sum for FY 2014/15	\$ <u>300,000.00</u>

The term of this agreement will be extended to June 30th, 2015, and may be renewed for additional one year terms, until the completion of identified drainage improvements.

Comments: The original Agua Fria Outfall & Bank Protection Project IGA was originally approved for \$585,000 for FY 13/14 and was fully billed out that year for construction of proposed improvements in the project area. In FY 14/15, the Town of Prescott Valley is proposing to continue and complete construction of improvements associated with this project and has requested \$300,000 be provided for this work. The Town of Prescott Valley is expected to complete this project within FY 14/15.

Yavapai County Flood Control District
1120 Commerce Dr.
Prescott, AZ 86305

Town of Prescott Valley
ATTN: HARVEY C. SKOOG, MAYOR
7501 E. Civic Circle
Prescott Valley, AZ 86314

By: _____

By: _____

Date: _____

Date: _____

4/11



When recorded in the Office of the
Yavapai County Recorder, return to:

Yavapai County Flood Control District
Interoffice

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 15th day of July 2013, by and between the YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special district legally created in the State of Arizona (hereinafter called "District") and the Town of Prescott Valley, a municipal corporation of the State of Arizona, (hereinafter call "Town") for a period commencing, July 1, 2013, and extending through completion of the named project.

This agreement provides for financial contribution from the District to the Town in support of the Tonopah Dr. Drainage Improvement Project. This agreement is funded in an amount not to exceed \$585,000 for Fiscal Year 2013/2014. Funding contributions for the project in future fiscal years will be dependant on project progress and funding availability. Funding for future Fiscal Years must be requested in writing and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. All design, engineering, bidding, contracts, inspection and project management shall be the sole responsibility of the Town. The District's involvement in the project is limited to financial contribution as approved by the Board of Directors.

WITNESSETH:

WHEREAS, the District and the Town have the authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes, Section 11-952, Section 48-3603(9) and Section 9-240(5); and,

WHEREAS, the Town lies within the legal boundaries of the District (Yavapai County); and,

WHEREAS, property owners within the corporate limits of the Town pay ad valorem taxes to support the District; and,

WHEREAS, the Town has experienced storm water control and flooding problems for a number of years in various locations; and,

WHEREAS, the District is authorized to expend funds for flood control projects (including storm water control) and has approved and budgeted amounts necessary to provide funding assistance for flood mitigation work.

NOW, THEREFORE, IT IS AGREED as follows:

PURPOSE

1. The purpose of this Agreement is to authorize the Flood Control District to pay and contribute to the Town funds in support of the Town's Tonopah Dr. Drainage Improvement Project. Project funding for Fiscal Year 2013-2014 shall not exceed Five Hundred and Eighty Five Thousand Dollars (\$585,000.00). Funding contributions for the project in future fiscal years will be dependant on project progress and funding availability and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. The District shall make said contributions to the Town in partial payments based upon periodic invoices from the Town. Invoices shall be provided to the District for review prior to reimbursement. The District agrees to pay said invoices monthly or upon an alternate schedule as agreed to between the Town and District.
2. The Town shall use said District funds exclusively for reimbursement of approved costs associated with the project described above.
3. The Town shall be responsible for the administration, right-of-way acquisition, design, construction, inspection and materials necessary to complete the project.

DURATION

The term of this Agreement is for the entire period of construction of the Tonopah Dr. Drainage Improvement Project. This Agreement is subject to cancellation pursuant to ARS §38-511.

RENEWAL

The Parties may, upon mutual written consent, extend this agreement as necessary to carry out its purposes. Upon a written request from the Town, the Board of Directors of the District may provide additional funding for this agreement in future Fiscal Years if the project is not completed within Fiscal Year 2013/2014.

SEVERABILITY

The parties agree that if any part or parts of this Intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

CONFLICT OF INTEREST

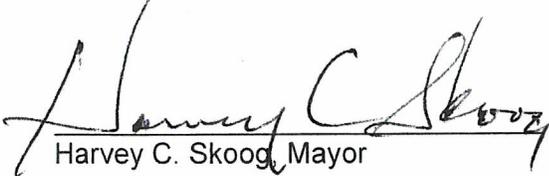
This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The Town and the Flood Control District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents, regarding the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF PRESCOTT VALLEY


Harvey C. Skoog, Mayor

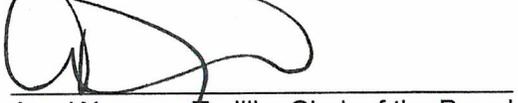
YAVAPAI COUNTY FLOOD CONTROL DISTRICT


Arlo G. (Chip) Davis, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:


Title: Town Clerk
Town of Prescott Valley

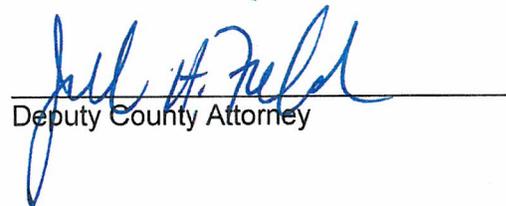
ATTEST:


Ana Wayman-Trujillo, Clerk of the Board
Yavapai County Flood Control District

APPROVED AS TO CONTENT AND FORM:


Town Attorney

APPROVED AS TO CONTENT AND FORM:

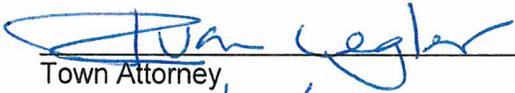

Deputy County Attorney

SEAL

SEAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the Town has been reviewed by the undersigned town attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Town of Prescott Valley.


Town Attorney

Date: 8/9/13

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the Town has been reviewed by the undersigned attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Yavapai County Flood Control District.


Deputy County Attorney

Date: 8/27/13