

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

Yavapai County
Flood Control District
500 S. Marina St.
Prescott, AZ 86303

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 19th day of July 2010, 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, 2010 and extending through June 30, 2011 (or as otherwise provided herein).

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 by and between the DISTRICT and the TOWN as follows:

PURPOSE

1. The purpose of this Intergovernmental Agreement is for the DISTRICT to pay and contribute to the TOWN a sum not to exceed EIGHT HUNDRED THOUSAND Dollars (\$800,000) for fiscal year 2010-11, to be used by the TOWN for the approved Project.

The DISTRICT shall make said payments to the TOWN in partial payments based upon monthly billings from the TOWN.

2. The TOWN shall use said DISTRICT funds exclusively for reimbursement of costs associated with the drainage improvement projects located in the Yavapai County portion of the TOWN. Invoices shall be provided to the DISTRICT for review prior to reimbursement.
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 fiscal year 2010-11.

RENEWAL

Both parties may renew this Agreement if said work is not completed within the time specified herein.

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

INDEMNIFICATION

The TOWN and the 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

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

Harvey C. Skoog, Mayor

A. G. "Chip" Davis, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

ATTEST:

Julie Ayers, 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

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding this drainage study 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: _____

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding this drainage study has been reviewed by the undersigned county 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: _____