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

Yavapai County Flood Control District
Interoffice

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 6th day of August 2012, 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, August 6, 2012, and extending through completion of the named project.

This agreement provides for financial contribution from the District to the Town in support of the Agua Fria Outfall & Bank Protection Project. This agreement is funded in an amount not to exceed $225,000 for Fiscal Year 2012/2013. 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 Agua Fria Outfall & Bank Protection Project. Project funding for Fiscal Year 2012-2013 shall not exceed Two Hundred Twenty Five Thousand Dollars ($225,000.00). 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 Agua Fria Outfall & Bank Protection 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 2012/2013.

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

ATTEST:

Title:
Town of Prescott Valley

APPROVED AS TO CONTENT
AND FORM:

Town Attorney

YAVAPAI COUNTY FLOOD
CONTROL DISTRICT

Thomas Thurman, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

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

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 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: _____

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: _____