



**RESOLUTION 2016-966**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
APPROVING AMENDMENT NO. THREE, OF INTERGOVERNMENTAL AGREEMENT  
09-152-I WITH ARIZONA DEPARTMENT OF TRANSPORTATION  
FOR THE DESIGN AND CONSTRUCTION OF FINNIE FLAT SIDEWALK**

**WHEREAS**, the Intergovernmental Agreement, JPA/IGA 09-152-I, A.G. Contract No. P001 2010 004308, was executed on February 3<sup>rd</sup> 2011, (the "Original Agreement") and Amendment No. One was executed on January 31<sup>st</sup> 2012, and Amendment No. Two was executed on May 16, 2014, and;

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two; and

**WHEREAS** the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the Town; and

**WHEREAS**, the Original Agreement was for the design and construction of sidewalks along the north side of Finnie Flat Road from the west end of the Outpost Mall then east to northeast corner of the Montezuma Castle Highway and Main Street which included curb/gutter, guardrail, and storm drain improvements. Amendment One provided federal aid for the Town to acquire new right-of-way for the construction of the Project. Amendment Two terminated Amendment One and transferred the corresponding federal funds to the construction of the sidewalk; also changing the scope from approximately 2,660 liner feet to approximately 2,135 liner feet. Amendment Three transfers \$101,320 from the canceled Tri Intersection Project for the sidewalk construction

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of Amendment No. Three, is to increase the federal funds for construction of the sidewalk approximately 2,135 liner feet, including pedestrian lighting, curb, gutter and related roadway improvements.

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON June 1, 2016.**

  
Charles C. German, Mayor

Attest:

  
Virginia Jones, Town Clerk

Approved as to form:

  
William J. Sims III, Town Attorney



**MARK BRNOVICH**  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
STATE GOVERNMENT DIVISION /  
TRANSPORTATION SECTION

**DAWN NORTHUP**  
DIVISION CHIEF COUNSEL  
**SUSAN E. DAVIS**  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: SUSAN.DAVIS@AZAG.GOV


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012010004308 (ADOT IGA/JPA 09-152-I), Amendment No. **Three**, 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: June 10, 2016

**MARK BRNOVICH**  
Attorney General

  
**SUSAN E. DAVIS**  
Assistant Attorney General  
Transportation Section

SED:rl:# 5139691  
Attachment

ADOT File No.: IGA/ JPA.: 09-152-I  
Amendment No. Three: 16-0005936-I  
AG Contract No.: P0012010004308  
Project Name: Sidewalks & Lighting  
Project Location: Finnie Flat Road, Main  
Street to Outpost Mall  
Federal-aid No.: TE CMV-0(201)T  
ADOT Project No.: SL633 01D 02D 01C  
TIP/STIP No.: CMV11-004C & CMV 16-016  
CFDA No.: 20.205 - Highway Planning  
and Construction  
Budget Source Item No.: 71617

**AMENDMENT NO. THREE  
TO  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF CAMP VERDE**

**THIS AMENDMENT NO. THREE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Three")**, entered into this date June 10, 2016, pursuant to 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 and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 09-152-I, was executed on February 3, 2011, the ("Original Agreement"), JPA/IGA 09-152-I Amendment One, was executed on January 31, 2012, the ("Amendment One"), and JPA/IGA 09-152-I Amendment Two, was executed on May 16, 2015, the ("Amendment Two"), A.G. Contract No. P0012010004308;

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Three and has delegated to the undersigned the authority to execute this Amendment No. Three on behalf of the State;

**WHEREAS**, the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. Three and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. Three and has authorized the undersigned to execute this Amendment No. Three on behalf of the Town; and

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. Three is to revise the scope of work and the construction funding. The Parties desire to amend the Original Agreement, Amendment One, and Amendment Two, as follows:

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**I. RECITALS****Section I. Paragraph 7 and 8 are revised, as follows:**

7. The Federal funds and local match for this project will be used for the following improvements on Finnie Flat Road: design and construct approximately 2,135 linear feet of portland cement concrete sidewalk, six (6) feet in width along the north side of the road, from the slip ramp of Montezuma Castle Highway at Main Street west to the east entrance to the Outpost Mall at Cliffs Parkway. Other improvements include, pedestrian lighting, concrete curb-and-gutter, a retaining wall with railing, improvements to an existing guardrail, storm drainage improvements, American Disability Act (ADA) accessible curb ramps and roadway improvements, hereinafter referred to as the "Project".
8. The Town will design the Project. Upon acceptable completion of design of this project and the State's completion of design of the sidewalk project along SR 260 that will be advertised with it (TRACS# H7171 01C), the State will advertise, bid and award the construction contract for the Project and carry out construction administration on behalf of the Town. The estimated design and construction costs, are as follows:

**SL633 01D (ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):**

PMDR costs*	\$ 54,000.00
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**SL633 02D (scoping/design):**

Federal-aid funds @ 94.3% (capped)	\$ 70,000.00
Town's match @ 5.7%	<u>\$ 4,231.00</u>

<b>Subtotal – Scoping/Design/PMDR</b>	<b>\$ 128,231.00</b>
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**SL633 01C (construction):**

Federal-aid funds @ 94.3% (capped)	\$ 813,988.00
Town's match @ 5.7%	\$ 49,202.00
Town's contribution @ 100%	<u>\$ 42,503.00</u>

<b>Subtotal – Construction**</b>	<b>\$ 905,693.00</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$1,033,924.00</b>
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<b>Total Estimated Town Funds</b>	<b>\$ 149,936.00</b>
<b>Total Federal Funds</b>	<b>\$ 883,988.00</b>

\* (Included in the Town Estimated Funds)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)

The Parties acknowledge that the final Project amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

**II. SCOPE OF WORK**

**Section II, Paragraph 1.e. is revised, as follows:**

- 1. The State will:
  - e. After completion of design and prior to bid advertisement, invoice the Town for the Town's share of the Project construction costs, estimated at **\$91,705.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

**Section II, Paragraph 2.d is revised, as follows:**

- 2. The Town will:
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PMDR costs and the Town's Project construction costs, estimated at **\$91,705.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.

**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the Original Agreement, Amendment One and Amendment Two remain in full force and effect.

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**THIS AMENDMENT NO. THREE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Three and that the Amendment No. Three is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. Three the day and year first above written.

**TOWN OF CAMP VERDE**

**STATE OF ARIZONA**  
Department of Transportation

By   
**CHARLES GERMAN**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
IDO Assitant Director

**ATTEST:**

By   
**VIRGINIA JONES**  
Clerk

**II. SCOPE OF WORK**

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**EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the Original Agreement, Amendment One and Amendment Two remain in full force and effect.**

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**IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Three and that the Amendment No. Three is in proper form.**

**IN WITNESS WHEREOF, the Parties have executed this Amendment No. Three the day and year first above written.**

**TOWN OF CAMP VERDE**

**STATE OF ARIZONA  
Department of Transportation**

By   
**CHARLES GERMAN**  
Mayor

DocuSigned by:  
  
By **STEVE BOSCHEN, P.E.**  
IDO Assilant Director

**ATTEST:**

By   
**VIRGINIA JONES**  
Clerk

**ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE**

I have reviewed the above referenced Amendment No. Three to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One 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 Amendment No. Three.

DATED this 1<sup>ST</sup> day of June, 2016.

  
Town Attorney



RESOLUTION 2016-966

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AMENDMENT NO. THREE, OF INTERGOVERNMENTAL AGREEMENT 09-152-I WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF FINNIE FLAT SIDEWALK

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WHEREAS the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the Town; and

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NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of Amendment No. Three, is to increase the federal funds for construction of the sidewalk approximately 2,135 liner feet, including pedestrian lighting, curb, gutter and related roadway improvements.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON June 1, 2016.

[Signature of Charles C. German]
Charles C. German, Mayor

Attest:

[Signature of Virginia Jones]
Virginia Jones, Town Clerk

Approved as to form:

[Signature of William J. Sims III]
William J. Sims III, Town Attorney





**MARK BRNOVICH**  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
STATE GOVERNMENT DIVISION /  
TRANSPORTATION SECTION

**DAWN NORTHUP**  
DIVISION CHIEF COUNSEL  
**SUSAN E. DAVIS**  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: [SUSAN.DAVIS@AZAG.GOV](mailto:SUSAN.DAVIS@AZAG.GOV)

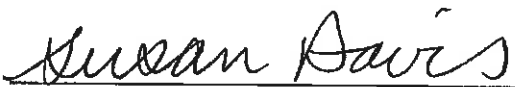
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**DETERMINATION**

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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: June 10, 2016

MARK BRNOVICH  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

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