

RESOLUTION 2002-526

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR
RECONSTRUCTION OF A PORTION OF MONTEZUMA CASTLE HIGHWAY**

WHEREAS, pursuant to ARS §11-951 et. al. the Town of Camp Verde has authority to enter into Intergovernmental Agreements with other governmental agencies, and

WHEREAS, pursuant to ARS §48-572 the Town of Camp Verde has authority to join with the state, or any of its departments or agencies, in the construction, operation or maintenance of improvements, and

WHEREAS, the Town of Camp Verde and Yavapai County have an interest in improving public roads for the public benefit,

**NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE RESOLVE AS FOLLOWS:**

1. To approve the attached Intergovernmental Agreement with Yavapai County for reconstruction of portions of Montezuma Castle Highway as described.

**PASSED AND APPROVED by a majority vote of the Town Council of
Camp Verde, Arizona, this ____ day of _____ 2002.**

Date 7/19/02

Brenda Hauser
Brenda Hauser, Mayor

Attest:
Deborah Barber, Town Clerk

Deborah Barber

Approved as to Form:

Julie Krieger
Julie Krieger, Town Attorney

Recorded at the Request of:

Board of Supervisors
Folder

When Recorded, Mail to:

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 8/19/02 TIME 9:55
IN BOOK 3951 PAGE 80
[Signature] COLON, RECORDER

INTERGOVERNMENTAL AGREEMENT BETWEEN YAVAPAI COUNTY
AND TOWN OF CAMP VERDE FOR THE RECONSTRUCTION OF PORTIONS
OF MONTEZUMA CASTLE HIGHWAY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN YAVAPAI COUNTY AND THE TOWN OF CAMP VERDE**

THIS AGREEMENT, entered into this 5th day of August, 2002, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona (hereinafter called "COUNTY"); and the TOWN of CAMP VERDE, a municipal corporation of Arizona (hereinafter called "TOWN")

RECITALS

WHEREAS, the parties desire to jointly participate in the reconstruction of Montezuma Castle Highway (hereinafter called "the Project"); and

WHEREAS, the parties are authorized to enter into agreements for joint or cooperative action pursuant to ARS §11-951 and 11-952; and

WHEREAS, the COUNTY is authorized to construct and improve roadways pursuant to ARS §11-251.4; and

WHEREAS, the TOWN is authorized to construct and improve roadways pursuant to ARS §9-240; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of the Project is to provide for the reconstruction of Montezuma Castle Highway from the southern boundary of the Yavapai Apache Nation to approximately one thousand feet south of Camp Lincoln Road as more particularly described in the Project Scope as described in Exhibit A.
2. **FUNDING OF THE PROJECT.** Funding for the Project will be provided by the COUNTY'S half-cent sales tax, and the TOWN as follows:
 - a. The TOWN will fund the design of the proposed roadway improvements for the Project. This shall include, but not be limited to, preparation of construction plans, specifications, geotechnical reports, utility relocations, right of way acquisition, and environmental studies and approvals.
 - b. The TOWN and COUNTY will coordinate the design of the roadway improvement plans for the Project with the Yavapai Apache Nation to provide a seamless transition between the Project and future improvements to Montezuma Castle Highway within the Yavapai Apache Nation's boundary.
 - c. The COUNTY will act as the lead agency for the construction of the Project. The COUNTY will call for bids and with the concurrence of the TOWN, award one or more construction contracts for the Project. The COUNTY will administer the contract and make all payments to the contractor(s). The COUNTY will provide

inspection services for the Project and will confer with the designated representative of the TOWN on any Project construction contract modifications.

- d. The COUNTY will fund the construction of the Project. The estimated cost for the construction of the Project is approximately \$1,000,000 (one million dollars). If the bids for the Project exceed \$1,000,000 (one million dollars), the TOWN and the COUNTY shall approve a separate agreement or amend this agreement for any additional funding necessary to construct the Project.
 - e. The TOWN has been selected to receive \$338,441 (three hundred thirty-eight thousand four hundred forty-one dollars) in FY 2005/2006 from the Northern Arizona Council of Governments (NACOG) Local Government Highway Construction Program for the Project. The COUNTY will advance this money to the Project for the TOWN as part of the estimated \$1,000,000 (one million dollars) construction cost needed for the project as specified in Paragraph 2(d).
 - f. The parties understand and agree that the COUNTY will enter into an intergovernmental agreement with the State of Arizona to receive the \$338,441 (three hundred thirty-eight thousand four hundred forty-one dollars) in NACOG Local Government Highway Construction Program funds specified in Paragraph 2(e) to be used in FY 2005/2006 on a separate future project as determined by the COUNTY. The TOWN agrees that it will provide any necessary consents and take any other actions required to allow the COUNTY to receive the subject funds.
3. MAINTENANCE. The TOWN will maintain the Project.
 4. CORRESPONDENCE AND PAYMENTS. All correspondence, including payments, referencing the Project shall be directed to the following entities when appropriate:
 - a. Yavapai County Public Works Director
1100 Commerce Drive
Prescott, AZ 86305
 - b. Town of Camp Verde
Grants Administrator
473 S. Main Street, Suite 102
Camp Verde, AZ 86322
 5. CANCELLATION FOR CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to A.R.S. §38-511 the pertinent provisions of which are incorporated herein by reference.
 6. REQUIRED FILING. Pursuant to A.R.S. § 11-952, a copy of this Agreement shall be filed in the Office of the Yavapai County Recorder.

APPROVALS

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

YAVAPAI COUNTY

Erna D. Street
Erna D. Street, Chairman, Board of Supervisors

ATTEST:

Bev Staddon
Bev Staddon, Board Clerk

TOWN OF CAMP VERDE

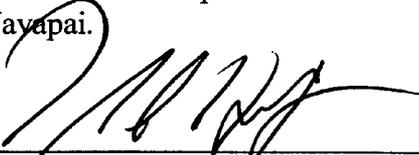
Brenda Hauser
Brenda Hauser, Mayor

ATTEST:

Debra Barber
Debra Barber, Town Clerk

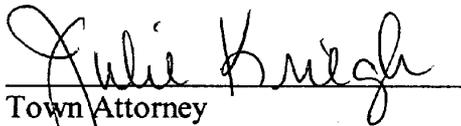
DETERMINATIONS OF COUNSEL

Pursuant to ARS § 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, and I have determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.



Deputy County Attorney

Pursuant to ARS § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Camp Verde, and I have determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Camp Verde.



Town Attorney

EXHIBIT 'A'

Montezuma Castle Highway Project Project Scope

The work included in this project comprises the furnishing of all labor, materials, equipment, fixtures and services required for construction of Montezuma Castle Highway, Camp Verde, Arizona, from the southern boundary of the Yavapai Apache Nation to approximately one thousand feet south of Camp Lincoln Road.

In general, work along Montezuma Castle Highway within the Town of Camp Verde's jurisdiction will consist of constructing a two-lane highway. The work may include clearing and grubbing, grading and subgrade preparation, curb and gutter, drainage system structures, roadway pavement, pavement striping and markings, traffic signing, traffic control, surveying, quality control, and other related or incidental work.