



RESOLUTION 2006-676

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
TO ENTER INTO AN INGOVERNMENTAL AGREEMENT WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)
FOR A SMALL AREA TRANSPORTATION STUDY**

WHEREAS, the STATE has certain direct responsibilities with respect to Transportation Planning in the State of Arizona, and

WHEREAS, there are funds available to the STATE, which at its discretion, may be used to assist regional transportation planning efforts; and

WHEREAS, the TOWN intends to issue a Request for Proposals entitled, "Camp Verde Small Area Transportation Study", which included herein by reference contains work activities relating to area transportation planning; and

WHEREAS, the STATE is empowered by Arizona Revised Statutes, Section 28-401, to enter into this agreement; and

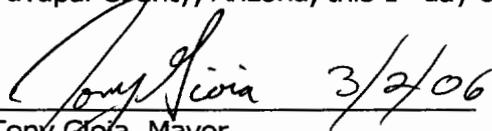
WHEREAS, the TOWN is empowered by Arizona Revised Statutes, Section 9-240 and 11-951 et. seq., to enter into this agreement;

NOW THEREFORE, be it resolved by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona that:

SECTION 1. The TOWN shall enter into the proposed IGA with ADOT, Contract No. KR06-0134TRN, as presented and accept responsibility for the duties of the Town as outlined therein.

SECTION 2. This Resolution is made pursuant to the requirements of ARS 11-951 et. seq.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, this 1st day of March, 2006.



Tony Gioia, Mayor

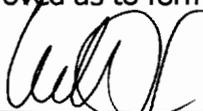
Date: _____

Attest:

Approved as to form:



Deborah Barber, Town Clerk



Town Attorney

AG Contract No. KR06-0134TRN
ADOT TPD File: JPA 06-013T
Project: P660015P \$100,000
Section: Small Area Trans Study
Town of Camp Verde

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CAMP VERDE

THIS AGREEMENT is entered into _____, 2006, pursuant to Arizona Revised Statutes, Sections 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 TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 9-240 and 11-951 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to jointly participate in a Small Area Transportation Study in the Town of Camp Verde and in selecting and hiring a consultant to conduct such a study, all in accordance with the Scope, attached hereto and made a part hereof as Exhibit A, at an estimated cost of \$125,000 hereinafter referred to as the "Project". The State will contribute \$100,000 for this study. (Funds are \$100,000 + \$25,000 = \$125,000).

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28100
Filed with the Secretary of State
Date Filed: 3-29-06
Jenice K. Brewer
Secretary of State
By: *[Signature]*

I. SCOPE OF WORK

1. The State shall:

a. Using State approved procurement procedures, participate with the Town in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review the Project progress reports and submittals and provide comments to the Town or the consultant as appropriate. Review and approve the final report prior to the Town's final payment to the consultant.

c. Contribute an amount not to exceed \$100,000 of federal funds to the Project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the Town an amount not to exceed \$100,000 within 30 days after receipt and approval of invoices.

2. The Town shall:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation-planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures in connection with the Project.

b. Provide the State timely copies of Project progress reports and submittals, and ensure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Contribute an amount not to exceed \$25,000.00 of non-federal funds (to fulfill match requirement) and for any consultant claims for extra compensation, attributable to the Town.

d. No more often than monthly, invoice ADOT, in the form of Exhibit B attached and made a part of hereof, supported by narrative reports and an accounting of monthly expenditures, including a detailed listing of match documentation, associated with the Project, to the Project Manager for ADOT, as noted in III.6 below.

d. Maintain detailed records of verifiable match.

e. Comply with all applicable State, Federal and local law.

f. Ensure that Environmental Justice (Title VI) issues are dealt with in the following manner:

The transportation improvement projects recommended in this study shall examine the potential effects, both positive and negative, that these projects may have on minority and low-income populations. Census data are readily available and describe the population living within geographic regions affected by proposed transportation improvements. Should any of the projects place a disproportionate burden on minority or low-income populations, the study shall explain the considerations that dictated this recommendation over alternative actions. In addition, a concerted effort must be made to reach minority and low-income populations when conducting the study's public meetings.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project (18 months from consultant's date of notice to proceed) and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the advertisement of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues

Arizona Department of Transportation
Transportation Planning Division/Maria Avelar
206 South 17 Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-4848 FAX: 602-712-3046

Town of Camp Verde
Will Wright, P.O. Box 710
Camp Verde, AZ 86322
928-567-6631
wwright@cvaz.org

For Project Issues

Arizona Department of Transportation
Transportation Planning Division/James Zumpf
206 South 17 Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-7477, FAX: 602-712-3046

same as above

7. 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 agreement and that the agreement is in proper form.

8. Federal funds for the described Scope of Work are contingent upon availability of funding and approvals as appropriate by FHWA and ADOT.

9. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U. S. C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that

applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

10. To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CAMP VERDE

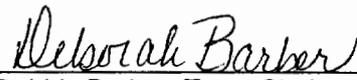
By  3/2/06
Tony Gioia, Mayor

STATE OF ARIZONA

Department of Transportation

By 
DALE BUSKIRK, Division Director
Transportation Planning Division

ATTEST

By 
Debbie Barber, Town Clerk

APPROVAL OF THE TOWN OF CAMP VERDE

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and THE TOWN OF CAMP VERDE and declare this agreement to be in proper form and within the powers and authority granted to THE TOWN OF CAMP VERDE under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 15 day of March, 2006.



Atty. for THE TOWN OF CAMP VERDE

Joint Project Agreement
Responsibility Matrix
 JPA 06-013T

Project Name: Camp Verde SATS

Actions (from inception to completion)	Responsible Person Within Other Entity	Responsible Person Within ADOT	Due Date
Prepare detailed work plan.	Will Wright	James Zumpf	30 days from NTP
Working paper 1: Existing & Future Conditions; Deficiencies	Will Wright	James Zumpf	4 months from NTP
Working paper 2: Program of improvements	Will Wright	James Zumpf	8 months from NTP
Draft Final Reprt	Will Wright	James Zumpf	10 months from NTP
Final Report	Will Wright	James Zumpf	12 months from NTP
Schedule	Will Wright	James Zumpf	Adhere to schedule; Richard will contact consultant monthly; James will contact Richard monthly.
Reimbursement request	Will Wright	James Zumpf	Review for accuracy and submit for payment.

Exhibit A
Camp Verde Area Transportation Study

Work Task 1: Technical Memorandum 1 -- Refine the Work Plan

Present the detailed work plan for the study, and document the following:

- Refinement of the study boundary.
- A detailed scope of work.
- Project schedule.
- Staffing requirements.

Work Task 2: Working Paper 1 -- Current and Future Conditions

A. Inventory of Current Conditions

Describe existing conditions of **roadways** and **transit** in the study area, including:

- Inventory and evaluation of current land use patterns, travel data, functional classification of roads, access management, and road and street conditions, as well as demographic and socioeconomic characteristics.
- Transit element should include an inventory and evaluation of current demand, levels of service, transit providers, ridership, employment centers, and demographic and socioeconomic characteristics.
- Accident history, and current levels of service and safety.
- Multi-modal transportation currently utilized.
- Characteristics of the physical, natural, and cultural environments.
- Special characteristics for transit include: medical trips, shopping, educational, entertainment, and social.
- Transit element should include an inventory and evaluation of current demand, levels of service, transit providers, ridership, employment centers, as well as demographic and socioeconomic characteristics.

B. Forecast of Future Conditions and Deficiencies

Forecast future conditions and infrastructure deficiencies of **roadways** and **transit** for the years 2011, 2016, and 2026, including:

- Inventory and evaluation of future land use patterns, travel data, functional classification of roads, access management, and road and street conditions, as well as demographic and socioeconomic characteristics.

- Future levels of service.
- Deficiencies within the study area based on future conditions.
- Transit element should include an inventory and evaluation of projected demand, levels of service, transit providers, ridership, employment centers, as well as demographic and socioeconomic characteristics.

Work Task 3: First Phase of Public Involvement and Summary Report 1

Public involvement meeting(s) concerning both **roadway** and **transit** elements will be conducted within the study area. At the meeting(s), the consultant will describe what has occurred in the study process as well as future work tasks. In the first phase of public involvement the consultant will present existing conditions, future projections, deficiencies within the study area. The consultant will also be responsible for the following:

- Prepare all presentation boards and handouts for public involvement meetings.
- Prepare a comprehensive mailing list for this study, and handle all mailings.
- Prepare a newsletter for distribution by mail before the public meetings, as well as for distribution at the meetings; review and approval of the Project Manager is required before mailing.
- Prepare and issue a press release; the Project Manager will coordinate the press release.
- Document the public involvement process in a Summary Report. This will include the press releases distributed prior to the meetings, mailing lists, comments received at the meeting, and associated responses to each comment.
- Provide public involvement meetings Summary Report to TAC. TAC will review all public input for consideration as potential recommendations to be addressed in Working Paper 2.

Work Task 4: Working Paper 2 -- Develop evaluation criteria and a plan for improvements

Using generally accepted planning criteria and the findings of Working Paper 1, recommend specific projects and implementation strategies that address identified deficiencies and special needs over a span of five, ten, and twenty years. **Include both roadway and transit elements.** Prioritize projects based on need and available finances.

Specific areas to be addressed include:

- Traffic impacts of new development.
- Mobility issues.
- Congestion at traffic interchanges.

- Safety issues.
- Truck routing
- Coordination with other on-going and recently completed transportation and planning studies
- Opportunities for multimodal transportation
- Financial incentives/community partnerships/job creation

Work Task 5 : Second Phase of Public Involvement and Summary Report 2

Public involvement meeting(s) concerning both **roadway** and **transit** elements will be conducted within the study area. At the meeting(s), the consultant will describe what has occurred in the study process as well as future work tasks. In the second round of public involvement the consultant will present analyses of needs and deficiencies within the study area, and a proposed program of short-, mid-, and long-range improvements. The consultant will also be responsible for the following:

- Prepare all presentation boards and handouts for public involvement meetings.
- Prepare a comprehensive mailing list for this study, and handle all mailings.
- Prepare a newsletter for distribution by mail before the public meetings, as well as for distribution at the meetings; review and approval of the Project Manager is required before mailing. Prepare and issue a press release; the Project Manager will coordinate the press release.
- Document the public involvement process in a Summary Report. This will include the press releases distributed prior to the meetings, mailing lists; comments received at the meeting; and associated responses to each comment.
- Provide public involvement meetings Summary Report to TAC. TAC will review all public input for consideration as potential recommendations to be addressed in Final Draft Report.

Work Task 6: Final draft reports and executive summary.

A. Draft final reports

The draft final report will include the following and will be distributed for review and comment:

- Compilation of Working Paper 1 and Working Paper 2.
- Summary Reports that document the public involvement process.
- Recommendations regarding future studies in the study area.

B. Draft executive summary

The draft executive summary will include analysis and recommendations related to the development of a transportation network and will be distributed for review and comment.

Work Task 7: Final reports and executive summary. The final report will include the following:

A. Final reports

The final report will include the content of the final draft report, as amended following review by the TAC and approval of the Project Manager.

B. Executive summary

The executive summary will include the content of the draft executive summary, as amended following review by the TAC and approval of the Project Manager.

STUDY PRODUCTS

The culminating product of the Town of Camp Verde Small Area Transportation Study Update will be the Final Report. Included with the Final Report will be an executive summary documenting the entire study effort. The following is a listing of milestone documents.

- **Technical Memorandum 1:** Present a detailed work plan (Work Task 1).
- **Working Paper 1:** Describe existing and future conditions in the study area (Work Task 2).
- **Summary Report 1:** First phase of public involvement meetings (Work Task 3).
- **Working Paper 2:** Identify local transportation issues and recommend infrastructure improvements, including transit system integration or improvements (Work Task 4).
- **Summary Report 2:** Second phase of public involvement meetings (Work Task 5).
- **Final Draft Report** (Work Task 6).
- **Final Report (Work Task 7):** Sixty(60) copies, ten (10) of which will be delivered to the Arizona Department of Transportation.
- **Executive Summary of the Final Report (Work Task 7):** Seventy (70) copies, twenty of which will be delivered to the Arizona Department of Transportation.