



RESOLUTION 2012-865

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG)
FOR HOUSING REHABILITATION PROGRAM ADMINISTRATIVE SERVICES
FOR THE PROJECTS FUNDED UNDER THE TERMS OF THE ARIZONA
DEPARTMENT OF HOUSING HOME CONTRACT #302-11**

WHEREAS, NACOG, through its Program Specialist Department, provides administrative services related to HOME and CDBG Housing Rehabilitation Programs as needed in Yavapai County including the areas surrounding the corporate boundaries of the Town; and

WHEREAS, the Town wishes to enter into an agreement whereby NACOG will provide certain Housing Rehabilitation Program Administrative Services as needed for the benefit of the Town and its residents.

NOW THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Pursuant to ARS §11-952, the Town shall enter into the intergovernmental agreement with NACOG for joint or cooperative action to provide Housing Rehabilitation Program Services under the terms and conditions set forth in the Intergovernmental Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, this 1st day of August, 2012.

Bob Burnside, Mayor

Date: 8-2-12

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

W. J. Sims, Town Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS, AND
TOWN OF CAMP VERDE, CAMP VERDE, YAVAPAI COUNTY, ARIZONA
FOR HOUSING REHABILITATION SERVICES IN RELATION TO THE TOWN'S
HOME INVESTMENT PARTNERSHIP FUNDS CONTRACT #302-11 AND
TOWN OF CAMP VERDE REVOLVING LOAN FUNDS**

This agreement made and entered into this 23rd day of August, 2012, by and between NORTHERN ARIZONA COUNCIL OF GOVERNMENTS, a public organization encompassing a multi-jurisdictional regional community, hereinafter "NACOG", and the TOWN OF CAMP VERDE, a municipal corporation of the state of Arizona, hereinafter "TOWN", witnesseth as follows:

WHEREAS, NACOG, through CDBG and Housing Department, administers the HOME and Revolving Loan Fund program ("Housing Rehabilitation Program") for the TOWN within town limits; and

WHEREAS, TOWN, through the Town Clerk's office, serves as a liaison and assists with administration of the Housing Rehabilitation Program for the Town of Camp Verde corporate limits; and

WHEREAS, NACOG and TOWN, each has the authority to enter into intergovernmental agreements pursuant to ARS Section 11-951, et. seg.; and

WHEREAS, acting through its duly elected governing body, by Resolution hereto as Exhibit "C", the NACOG Regional Council has approved NACOG to enter into this Agreement, and authorizes NACOG's Executive Director to execute the same on behalf of NACOG; and

WHEREAS, acting through its duly elected governing body, by Resolution hereto as Exhibit "B", the Town Council has approved the Town to enter into this Agreement, and authorizes the Town's Mayor as its representative to execute the same on behalf of TOWN; and

WHEREAS, NACOG and TOWN, desire to participate jointly in the administrative activities involved in completing CDBG and HOME funded housing rehabilitation projects with the Town through their respective departments; and

WHEREAS, the Town of Camp Verde Clerk's office proposes to contract housing rehabilitation services from NACOG CDBG and Housing Department as outlined in Exhibit A – Project Funding and Scope of Work; and

WHEREAS, the Project Funding and Scope of Work has been reviewed by TOWN, NACOG and the Arizona Department of Housing (ADOH) and TOWN has allocated funds from its Housing Rehabilitation Program pursuant to the terms of this Agreement.

NOW THEREFORE, LET ALL MEN BY THESE PRESENT KNOW that the parties hereto, in consideration of the mutual covenants, agreements, promises and obligations set forth herein below and agree as follows:

I. PURPOSES AND SCOPE OF WORK:

- A. The basic purpose of this agreement is to set forth the terms and conditions of the Project Funding and Scope of Work, and the roles of Camp Verde Town Clerk's office and NACOG CDBG and Housing Department in the Housing Rehabilitation Services Project.

- B. NACOG will incorporate the contracted services for the portion of the Town of Camp Verde Housing Rehabilitation Program with NACOG's Housing Rehabilitation Program utilizing its Housing Rehabilitation Specialist staff to provide the services to the Town.
- C. The TOWN and NACOG shall be responsible as follows:
1. According to the Town's Rehabilitation Guidelines, the TOWN shall:
 - 1.1 Do application intake, verification of ownership, income qualification, collection and maintenance of all demographic information, and prepare payment requests for reimbursement.
 - 1.2 Furnish boilerplate documents to NACOG.
 2. NACOG Housing Rehabilitation Staff shall perform:
 - 2.1 Preparation and Submittal of all Local, State and Federal Record-keeping including bi-monthly reports and upon project completion, submit all records to the Town of Camp Verde.
 - 2.2 Parcel Number and Flood Zone Determination.
 - 2.3 Site Inspection and Documentation of Existing Conditions per Rehab Standards Using HUD form 52580 – Before and After Photos
 - 2.4 Preparation of and receiving documentation approvals from SHPO and THPO. Preparation of MRER – Appendix A for each home, including SHPO and THPO consultation if required.
 - 2.5 Scheduling of Testing Company for Lead Based Paint – As required for each home – Documentation of Results. Forward invoices to Town of Camp Verde for payment.
 - 2.6 Preparation of Work Write-up, Cost Estimates, Bid Specifications and Bid Package, reproduction and distribution of Bid Package to Plan Rooms and General Contractors (GC).
 - 2.7 Legal Advertising and Mandatory Pre-Bid Conference and Walk Through. Receipt of Bids. Obtain contractor clearances from the HUD Excluded Parties List and documentation of ROC license, and contractors insurance. Bid Award with consultation of homeowner. Preparation of Contract, Promissory Note (PN), Deed of Trust (DOT) and Notice to Proceed. Hold and document a preconstruction conference. Obtain qualified signatures on Contract, PN and DOT.
 - 2.8 Contract Review and Change Order Authorizations – Between GC and/or Subcontractors and Homeowner.
 - 2.9 Construction Observations with a minimum of one interim course of construction inspection and one end of construction inspection to develop punch list, and one Final inspection. Obtain Owner Acceptance of Work and Owner Authorization to Pay and Submittal of GC Invoices to NACOG along with Lien Waiver.
 - 2.10 Project Close-out – Certificate of Occupancy, Lead Clearance Report, Termite or any other required Certifications, Copies of all warranty information for installed appliances, fixtures, equipment, and materials i.e. windows, doors, shingles etc. – As Applicable.
 - 2.11 Record Deeds of Trust and Promissory Notes.

3. The TOWN and NACOG mutually agree:
 - 3.1.1 Noting to the contrary withstanding, the funds to be used pursuant to this Agreement, HOME grant funds and jurisdictions will comply with the Arizona Department of Housing Rehabilitation Program guidelines and HOME contract and the Town of Camp Verde Housing Rehabilitation Program guidelines.
 - 3.1.2 The Town of Camp Verde and NACOG will assign designated staff for this Agreement and shall confer at such times as may be mutually agreed to evaluate each housing rehabilitation project to ensure successful completion.
 - 3.1.3 Shall comply with all federal, state and local laws, rules and regulations, and executive orders concerning non-discrimination in employment, education and services on the basis of sex, race, disability, religion, national origin or veteran's status.
 - 3.1.4 To not incur legal liability for the actions of one another, other than under the terms and conditions of this Agreement. Each Party will be solely and entirely responsible for its own acts and acts of its own Board or Council members, officials, agents, and employees during the performance of this Agreement.

II. TERMS

- A. Town shall provide funding to NACOG for payment of contracted services based on work completed during the term of this Agreement.
- B. Disbursement will be made based on actual expenses incurred by NACOG and progress payments tied to percentage of completion. The Town will process payments to NACOG in response to invoices submitted and verified.
- C. The funding provided pursuant to the provisions of this Agreement will be in accordance with Exhibit A, Project Funding and Scope of Work.

III. DURATION AND TERMINATION

- A. This Agreement shall become effective on the date indicated herein, noting that work has commenced as of September, 2011 to maintain compliance with the terms of the contract between the Town of Camp Verde and Arizona Department of Housing, Contract #302-11, and upon approval by the NACOG Regional Council and the Mayor and Common Council of the Town of Camp Verde and the execution of this Agreement by the parties authorized representatives.
- B. Performance under this Agreement shall commence following the effective date and it shall continue in full force and effect until the completion of the Housing Rehabilitation Projects unless earlier terminated as provided herein.
- C. This Agreement shall terminate on May 21, 2013, corresponding to the termination of the Town of Camp Verde's contract for the Housing Rehabilitation Program, HOME Contract #302-11.
- D. Either Party may terminate this Agreement, with or without cause, by one Party serving upon the other, a thirty (30) day prior written Notice of Termination.

- E. Nothing to the contrary withstanding, the termination or cancellation of this Agreement does not terminate the responsibility for Town of Camp Verde's full accounting of funding, its return of any then unused funds, and the continuing obligations of any legal compliance.

IV. RECORD RETENTION

- A. Both parties agree to prepare, retain, and permit each other to inspect all records as deemed necessary for the purpose of carrying out this Agreement. Further, both parties agree to carry out monitoring and evaluation activities as are reasonably necessary and permitted by law and that each will effectively ensure the cooperation of its employees, officials, and governing body in such efforts.
- B. The retention of records for this project shall be in accordance to the Town, State and Federal requirements, particularly, the HOME program. Records for this project shall be retained no less than five (5) years from the date of the FY 2011 HOME Housing Rehabilitation Contract termination.

V. CONTRACTOR'S STATUS

It is understood and agreed by both parties that both the Town and NACOG shall be considered independent contractors under this Agreement, and neither party shall be deemed to be an employee of the other party to this Agreement. Moreover, this Agreement shall not be construed as creating any joint employment between the Town and NACOG.

VI. CONFLICT OF INTEREST

The Town and NACOG stipulate that their officers and employees do not have a conflict of interest and further agrees that their officers and employees will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

VII. LAWS

NACOG and the Town shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, applicable to the performance of this Agreement. The Parties understand and acknowledge the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Parties hereby warrant that each of its SubConsultants ("SubConsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Consultant to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or SubConsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the SubConsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

VIII. NOTICE

All notices, demands, payments, and correspondences required or permitted to be given under this Agreement shall be given in writing and given by e-mail, telefax, personal delivery, by deposit with an overnight express delivery service such as Federal Express, or by deposit in the United States Mail addressed to a Party at the address set forth below, or such other address as a Party might designate in writing by prior notice.

The date notice given shall be the date on which the notice is delivered if notice is given by e-mail, personal delivery or overnight express delivery service, or three (3) days from the date of deposit in the Mail, if the notice is sent through the United States Mail. Notice shall be deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or overnight express deliver services, or three (3) days following the date of deposit in the mail, if notice is sent through the United States Mail.

NACOG

Mail or Deliver to:

Isabel Rollins, Program Director
221 N. Marina Street, Ste. 201
(MAILING) P.O. Box 2451
Prescott, AZ 86302

TOWN OF CAMP VERDE

Mail or Deliver to:

Deborah Barber, Town Clerk
473 S. Main St., Ste. 102
Camp Verde, AZ 86322

IX. OTHER CONDITIONS OR PROVISIONS

- A. **Incorporation of Exhibits.** All terms and conditions of the Exhibits not inconsistent herewith shall be and are incorporated herein by reference to this Agreement. The Exhibits to this Agreement are as follows:
 - Exhibit A** – Project Funding and Scope of Work
 - Exhibit B** – Town Resolution
 - Exhibit C** – NACOG Resolution

- B. **Severability.** The terms of this Agreement are severable. Any waiver by the parties of any provision herein shall not impair the right of any party to enforce any other provision of the Agreement. Such provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable laws. Such provision shall be ineffective solely to the extent of such prohibition of invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provisions or any other provision.

- C. **Voluntary Execution.** The parties acknowledge having read the Agreement in its entirety and voluntarily sign the Agreement with the intended purpose that it be fully binding as set forth.

D. **Trust and Repose.** NACOG acknowledges that the Town places trust and repose in NACOG, its Regional Council members, officials, officers, employees, and agents. NACOG avows and warrants it will faithfully and fully perform under the terms of this Agreement, including obtaining and maintaining or having obtained and maintained any State of Arizona or local licenses or permits through the entire Project in order to perform or have properly, timely and fully performed the services and activities required. Therewith, NACOG shall maintain all bonds and insurances required by law and herein.

X. ENTIRE AGREEMENT

This writing represents the entire Agreement of the parties hereto and merges and supersedes any and all prior understandings, whether oral or written, touching on the subject matter hereto and any amendment or modification hereof shall be effective only if in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF CAMP VERDE, a municipal corporation
473 S. Main Street, Ste. 102
Camp Verde, AZ 86322
www.campverde.az.gov
(928) 567-6631



Bob Burnside, Mayor

9-18-12

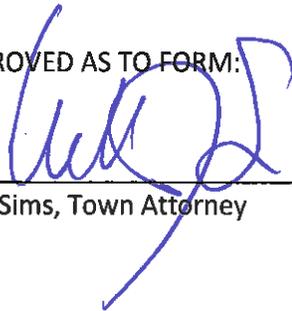
Date

ATTEST:



Deborah Barber, Town Clerk

APPROVED AS TO FORM:



W.J. Sims, Town Attorney

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS



Chris Fetzer, Executive Director

9/18/12

Date