



Staff Report

Agenda Item: INTERGOVERNMENTAL AGREEMENT -YAVAPAI COUNTY FLOOD CONTROL AGREEMENT - Discussion and consideration of acceptance of an intergovernmental agreement for \$67,785.00 between the Town of Clarkdale and Yavapai County Flood Control District, to fund drainage studies, install culverts, improve drainage ways and other flood mitigation work.

Staff Contact: Steve Burroughs, Public Works Director
Dennis Inman, Public Works Superintendent

Meeting Date: December 11, 2007

Background: Yavapai County Flood Control District has set aside funds to assist the Town with flood control measures in the Black Hills Estates. These funds are a carry-over amount from the FY 2006-07 agreement.

The Town has identified an area near the cemetery that requires flood control attention and negotiations with Yavapai County Flood Control to use these existing approved funds for that project is being discussed.

Recommendation: Staff recommends acceptance of this agreement.



Yavapai County Development Services Department

500 S. Marina Street; Prescott, AZ. 86303
Phone: (928) 771-3214 Fax: (928) 771-3432

10 S. 6th Street; Cottonwood, AZ. 86326
Phone: (928) 639-8151 Fax: (928) 639-8153

Addressing – Building Safety – Customer Service & Permitting – Environmental – Flood Control – Land Use – Planning & Design Review

August 7, 2007

Honorable Doug Von Gausig, Mayor
Town of Clarkdale
PO Box 308
Clarkdale, AZ 86324-0308

Re: Town of Clarkdale Intergovernmental Agreement (IGA) Funding Request FY 07-08

Dear Mayor Von Gausig:

The District has requested \$67,785, which is the carry-over amount from the last fiscal year's budget, in its current FY 07/08 budget. These funds are to provide assistance to the Town for local drainage improvements.

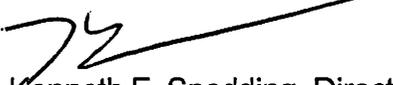
The IGA was approved by the Board of Supervisors during the Boards regularly scheduled meeting in Prescott on Monday, August 6, 2007.

Attached are three originals of the IGA for your review. If the content of the IGA is acceptable, with no changes needed, please sign all three and return all three originals to me.

A fully executed original copy will be returned to you after it has been signed by the Chairman of the Board of Supervisors.

Should you have any questions, please contact me.

Sincerely,
YAVAPAI COUNTY DEVELOPMENT SERVICES


Kenneth E. Spedding, Director
Floodplain Administrator
(928) 771-3216 FAX (928) 771-3368

KS/gs

c: Steve Burroughs, Director Public Works, Town of Clarkdale

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

Yavapai County Flood Control District
500 S. Marina St.
Prescott, AZ 86303

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2007, by and between YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special district legally created in the State of Arizona (hereinafter called "District") and the TOWN OF CLARKDALE, a municipal corporation of the State of Arizona, (hereinafter call "Town") for a period commencing, July 1, 2007, and extending through June 30, 2008, (or as otherwise provided herein).

WITNESSETH:

WHEREAS, the YAVAPAI COUNTY FLOOD CONTROL DISTRICT and the TOWN of CLARKDALE 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 of CLARKDALE 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 stormwater control and flooding problems for a number of years in various portions of town; and

WHEREAS, the District is authorized to expend funds for flood control projects (including stormwater control) and has approved and budgeted amounts necessary to provide funding assistance for a flood mitigation project(s).

NOW, THEREFORE, IT IS AGREED by and between the District and the Town as follows:

PURPOSE

1. The purpose of this Intergovernmental Agreement is for the District to pay and contribute to the Town a sum not to exceed Sixty Seven Thousand Seven Hundred Eighty Five Dollars (\$67,785) for fiscal year 2007-08, to be used by the Town to fund drainage studies, installing culverts, improving drainage ways and other flood mitigation work. The District shall make said payment to the Town in partial payments based upon monthly billings from the Town.
2. The Town shall use said District funds exclusively for reimbursement of costs associated with solving flooding and drainage problems in the vicinity of the Black Hills Estates Subdivision. Invoices shall be provided to the District for review prior to reimbursement.
3. The Town shall be responsible for the administration, right-of-way acquisition, design construction, inspection and materials necessary to complete the project(s).

DURATION

The term of this Agreement is for the fiscal year 2007-08.

RENEWAL

This Agreement may be renewed by both parties if said work is not completed within the time specified herein. This Intergovernmental Agreement contains carry-over funds (\$67,785) from fiscal year 2006-07.

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 of 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. This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The Town and the 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 CLARKDALE

YAVAPAI COUNTY FLOOD
CONTROL DISTRICT

Doug Von Gausig, Mayor

A.G. "Chip" Davis, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

ATTEST:

, Clerk

Julie Ayers, Clerk of the Board
Yavapai County Flood Control District

APPROVED AS TO CONTENT
AND FORM:

APPROVED AS TO CONTENT
AND FORM:

, Town Attorney

Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding this drainage study has been reviewed by the undersigned city attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Town of Clarkdale.

Town Attorney

Date: _____

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding this drainage study has been reviewed by the undersigned county 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: _____

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