Staff Report

Agenda Item: **Yavapai County Flood Control District Intergovernmental Agreement** – Approval of an Intergovernmental Agreement with Yavapai County Flood Control District for local drainage improvements in the amount of $160,000.00.

Sponsored By: Doug Von Gausig, Mayor

Staff Contact: Steve Burroughs, Public Works Director

Meeting Date: September 22, 2009

Background: The purpose of the IGA is to assist the Town with local drainage improvements. Projects for flood control that the town has worked on in the past include:

- Drainage along Broadway
- Lanny Lane – low water crossing culvert
- Drainage at the cemetery

This year with the $160,000, from the Yavapai County Flood District the Town would like to work on these drainage/flood areas:

- Debra Drive – Low water crossing culvert
- Old Jerome Highway and Rodgers Place drainage
- 3rd North and Rincon drainage

Recommendation: Approval of an Intergovernmental Agreement with Yavapai County Flood Control District for local drainage improvements in the amount of $160,000.00.

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 3rd day of August 2009, 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, 2009 , and extending through June 30, 2010, (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 ONE HUNDRED SIXTY THOUSAND Dollars ($160,000) for fiscal year 2009-2010, 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. 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 2009-2010.

RENEWAL

Both parties may renew this Agreement if said work is not completed within the time specified herein. Additional funds may also be requested in Fiscal Year budget 2010/2011 by the Town, should renewal of this Agreement be necessary to complete the funding assistance of said project(s). This Intergovernmental Agreement contains carry-over funds ($110,000) from fiscal year 2008-09.

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

_____
Doug Von Gausig, Mayor

ATTEST:

_____
, Clerk

APPROVED AS TO CONTENT
AND FORM:

_____
, Town Attorney

YAVAPAI COUNTY FLOOD
CONTROL DISTRICT

_____
Thomas Thurman, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

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

APPROVED AS TO CONTENT
AND FORM:

_____
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 town 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: _____