RESOLUTION AND ORDER NO. 1981 94-81

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAVAJO COUNTY FLOOD CONTROL DISTRICT TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF WATER RESOURCES TO SPONSOR THE CONSTRUCTION OF A FLOOD CONTROL PROJECT ADJACENT TO THE CITY OF WINSLOW

WHEREAS, NAVAJO COUNTY FLOOD CONTROL DISTRICT, hereinafter called the "DISTRICT", made application to the ARIZONA DEPARTMENT OF WATER RESOURCES, hereinafter called the "DEPARTMENT", to study and develop a flood control plan for a reach of the LITTLE COLORADO RIVER adjacent to Winslow, Arizona, in accordance with the Arizona Revised Statutes, Section 45-2309; and

WHEREAS, the DISTRICT has examined and evaluated the DEPARTMENT'S feasibility Report on the Little Colorado River project and concurs with the plan described therein; and

WHEREAS, the State of Arizona has funds allocated under the provisions of Arizona Revised Statutes, Sections 45-2721 through 45-2723, to fund one-half of the project cost; and

WHEREAS, the DISTRICT agrees to fund one-half of the engineering, land rights and construction costs as determined by the DEPARTMENT; and

WHEREAS, the DISTRICT is agreeable to executing an agreement identifying the responsibilities of the DEPARTMENT and the DISTRICT before any project liabilities are incurred or State funds advanced to the DISTRICT; and

WHEREAS, the DISTRICT agrees to operate and maintain the project after completion;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Navajo County Flood Control District to sponsor the recommended action for the Little Colorado River Flood Control Project at Winslow, Arizona, and enter into an agreement with the Arizona Department of Water Resources for its construction and authorize the Chairman of the Board of Directors to enter into such an agreement.

PASSED and ADOPTED this 28th day of July, 1981.

Chairman of the Board of Directors
Navajo County Flood Control District

ATTEST:

Clerk, Board of Directors
Navajo County Flood Control District

AG CONTRACT NO. 0960

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF WATER RESOURCES
AND
NAVAJO COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT, entered into this _____ day of _____, 1981, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the ARIZONA DEPARTMENT OF WATER RESOURCES, an agency of the state of Arizona, hereinafter called "DEPARTMENT", and the NAVAJO COUNTY FLOOD CONTROL DISTRICT, hereinafter called "DISTRICT".

WHEREAS, the DEPARTMENT is charged by Arizona Revised Statutes, Sections 45-2721 through 45-2723 to administer funds appropriated for alternative flood control assistance; and

WHEREAS, the DISTRICT has met the requirements imposed by said sections as a prerequisite to receiving alternative assistance funds for the LITTLE COLORADO RIVER FLOOD CONTROL PROJECT at Winslow, Arizona, hereinafter referred to as "PROJECT", and through its Board of Directors has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into the Agreement and has authorized the undersigned as its representative to execute the same on behalf of DISTRICT; and

WHEREAS, the DISTRICT is authorized by Arizona Revised Statutes Section 45-2303, to enter into intergovernmental agreements with other public agencies and to construct, acquire and maintain flood control works; and

WHEREAS, the DISTRICT and the DEPARTMENT are willing to share in the engineering, right-of-way acquisitions, construction and project administration costs, each in the manner as hereinafter specified; and,

WHEREAS, both parties wish to set forth their respective responsibilities and the guidelines to fulfill the mandate of said sections;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

DISTRICT SHALL:

.....

.....

1. Have the option of either using its own engineering staff to complete the design work for the PROJECT or to employ a Consulting Engineer or Engineering Firm to complete design plans and specifications. If a Consulting Engineer or Engineering Firm is utilized, the DEPARTMENT shall be advised of the firm selected and the starting date of the contract.

2. Make payments to the firm, if one is used, in accordance with an Agreement between said Firm and DISTRICT.

3. Design the PROJECT, or cause it to be designed in accordance with the recommended action of the DEPARTMENT as outlined in the Feasibility Report and attached to this Agreement and incorporated herein by reference as Exhibit D, and approved by the DEPARTMENT accordingly.

4. Acquire final right-of-way needed in accordance with Alternative Flood Control Assistance guidelines.

5. Call for bids and award a construction contract to the successful bidder after the DEPARTMENT is notified and approval is granted.

6. Administer and oversee the construction contract, including the provision for construction inspection.

7. Upon completion of construction, certify to the DEPARTMENT that the PROJECT was constructed in accordance with the approved plans and specifications and that DISTRICT has accepted the PROJECT. Thereafter, DISTRICT shall have operation and maintenance responsibility for said PROJECT.

8. Submit billings (invoices) for eligible PROJECT expenditures to the DEPARTMENT in support of requests for a matching 50 percent (50%) payment of costs for final engineering, right-of-way acquisition, construction and PROJECT administration. Payment for the remaining fifty percent (50%) of PROJECT expenditures will be provided by the DISTRICT. All payments to the PROJECT contractors will be made by the DISTRICT.

9. Have a final compliance audit of all expenditures claimed as allowable costs. The DISTRICT may claim the cost of this audit as an allowable cost.

10. Provide matching funds of at least fifty percent (50%) of the cost of the PROJECT.

DEPARTMENT SHALL:

1. Make payments only from the funds allocated by and according to the terms of Arizona Revised Statutes, Section 45-2721 through 45-2723 and not to exceed a total amount of $2,069,000.00, unless specifically agreed to by the parties hereto in the event the actual installation costs exceed the estimated installation costs.

2. Monitor expenditures and make matching payments to the DISTRICT, on the basis of actual submitted invoices, equal to fifty percent (50%) of eligible PROJECT expenditures. Each of these payments will be matched by an equal amount to be provided by the DISTRICT.

3. Review the final audit of the expenditures of the DISTRICT and conduct a final inspection of the PROJECT upon completion. After approval of audit and inspection, transmit to the DISTRICT the remaining reimbursable costs. The DEPARTMENT shall make periodic visits to the site to be assured to their satisfaction that the work is progressing according to the plans and specifications, and shall make known to the DISTRICT any concerns they have from time to time about the progress or quality of the work.

GENERAL PROVISIONS

1. Any damage arising from the carrying out in any respect of the work embraced in this Agreement, or any modification thereof, shall be the sole liability of the DISTRICT. The DISTRICT agrees to save and hold harmless the State, any of its departments, agencies, officers, or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provision of this Agreement by the DISTRICT, and of its agents.

2. This Agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the DEPARTMENT or DISTRICT upon thirty (30) days written notice of that intent, except, however, that

the parties hereto shall retain any continuing obligations contemplated by this Agreement. Either party may terminate this Agreement, if the contract bids exceed the cost estimates on the PROJECT.

3. This Agreement shall be filed with the Secretary of State and shall become effective on the day set forth on the first page, but in no event prior to the date it is filed with the Secretary of State.

4. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that DISTRICT is authorized under the laws of this State to enter into this Agreement and that it is in proper form. Attached to this Agreement and incorporated herein by reference is Exhibit "C" which is a copy of the written determination of the appropriate attorney that DEPARTMENT is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

5. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

6. The DISTRICT and prospective subcontractors are subject to the provisions of Executive Orders 75-5 and 77-11 which prohibit discrimination in employment by government contractors and subcontractors. DISTRICT will file compliance reports as required by Executive Order 75-5, Paragraphs G through L.

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

NAVAJO COUNTY FLOOD CONTROL DISTRICT	STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES
BY: Johnny L. Butler	BY: _____

ATTEST:

Sharon L. Keene
Clerk, Board of Directors
Navajo County Flood Control District

RESOLUTION AND ORDER NO. 1981 94-81

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WHEREAS, the DISTRICT is agreeable to executing an agreement identifying the responsibilities of the DEPARTMENT and the DISTRICT before any project liabilities are incurred or State funds advanced to the DISTRICT; and

WHEREAS, the DISTRICT agrees to operate and maintain the project after completion;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Navajo County Flood Control District to sponsor the recommended action for the Little Colorado River Flood Control Project at Winslow, Arizona, and enter into an agreement with the Arizona Department of Water Resources for its construction and authorize the Chairman of the Board of Directors to enter into such an agreement.

PASSED and ADOPTED this 28th day of July, 1981.

Chairman of the Board of Directors
Navajo County Flood Control District

ATTEST:

Clerk, Board of Directors
Navajo County Flood Control District

AG CONTRACT NO. 0960

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THE ARIZONA DEPARTMENT OF WATER RESOURCES
AND
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WHEREAS, the DISTRICT is authorized by Arizona Revised Statutes Section 45-2303, to enter into intergovernmental agreements with other public agencies and to construct, acquire and maintain flood control works; and

WHEREAS, the DISTRICT and the DEPARTMENT are willing to share in the engineering, right-of-way acquisitions, construction and project administration costs, each in the manner as hereinafter specified; and,

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NAVAJO COUNTY FLOOD CONTROL DISTRICT	STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES
BY: Johnny L. Butler	BY: _____

ATTEST:

Sharon R. Keene
Clerk, Board of Directors
Navajo County Flood Control District