

RESOLUTION NO. 2019-1134

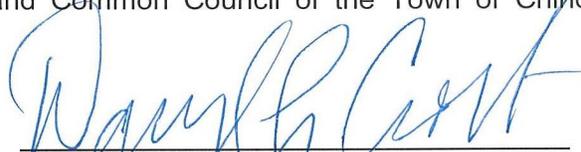
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR ADJACENT WAYS IMPROVEMENTS.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Yavapai County, Arizona as follows:

SECTION 1. The Intergovernmental Agreement with the Chino Valley Unified School District for Adjacent Ways improvements (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 8th day of January, 2019.



Darryl L. Croft, Mayor

ATTEST:



Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1134 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on January 8, 2019, and that quorum was present thereat and that the vote thereon was 7 ayes and 0 nays and 0 abstentions. 0 Council members were absent or excused.



Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2019-1134

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made January 8, 2019, by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district and a political subdivision of the State of Arizona (“District”) and the TOWN OF CHINO VALLEY, an Arizona municipal corporation (“Town”).

RECITALS

A. The District and the Town have the authority to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-952 and 9-240(3).

B. The District is located within the corporate limits of the Town.

C. Property owners within the corporate limits of the Town pay school district and Adjacent Ways taxes to support the District.

D. The Town controls and maintains public rights-of-way immediately adjacent to the frontage of the Del Rio School and the Heritage Middle School, along with other on-site roadways, parking lots, and other transportation conveyance systems necessary for bus and fire equipment access. The Town has determined these systems do not currently adequately serve the needs of the Del Rio School and the Heritage Middle School.

E. The District is authorized, subject to approval by the Arizona School Facilities Board (“SFB”), to expend Adjacent Ways funds under ARIZ. REV. STAT. § 15-995 for improvements to public streets, rights-of-way, and school properties adjacent to same, including sidewalks, sewers, utility lines, fence relocation, parking lot adjustments, roadway transportation systems, reconstruction of parking lots used for ingress and egress of buses and fire equipment, curb gutter and sidewalk additional roadway travel lanes, and bus bays.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purpose. This Agreement is for the improvement of adjacent ways to the Del Rio School and Heritage Middle School, including but not limited to roadway improvements to on-site roadways, parking lots, and other transportation conveyance systems, construction paving roadways, parking lot adjustments, reconstruction of parking lots used for ingress and egress of buses and fire equipment, additional roadway travel lanes, bus bays, utility relocation (the “Project”).

2. Term; Renewal. The initial term of this Agreement is for a period of two years, commencing on January 14, 2019, and ending on January 14, 2021, subject to prior termination as set forth herein. This Agreement may be extended beyond the initial term by written agreement of both parties if said Project is not completed within the time specified herein. In that event, the Agreement shall terminate upon the expiration of any written extension, which shall not be later than the completion of the Project specified herein.

3. Financing. The District funding for this Project is contingent upon securing adjacent ways funding, including SFB approval for fiscal years 2018-2019, 2019-2020 and 2020-2021, and District Governing Board (the "Board") approval for the 2020-2021 fiscal year. Should the District fail to receive the adjacent ways funding described herein for the above or any other reason, the District shall be excused from making the payments noted in the Agreement and the Agreement shall terminate without further obligation or act of either party.

3.1 Labor and Materials Responsibility. The Town shall procure and pay for all materials required for the Project and furnish labor at no cost to the District. The District shall reimburse the Town for costs of the materials used in the Project, not to exceed \$100,000.00 each year for fiscal years 2018-2019, 2019-2020 and 2020-2021.

3.2 2018-2019 Funding. Payment for fiscal year 2018-2019 has been approved by the Board and shall, upon approval by the SFB pursuant to ARIZ. REV. STAT. § 15-995 and receipt of said funds by the District, be paid by the District to the Town in a single Payment based upon the results of bid documents and change orders, within 30 days of receipt by the District of an invoice from the Town.

3.3 2019-2021 Funding. Payment for fiscal years 2019-2020 and 2020-2021 is contingent upon Board approval of the adjacent way levy, approval by the SFB pursuant to ARIZ. REV. STAT. § 15-995 and receipt of said funds by the District. If the Board fails to approve payment of the adjacent way levy, the SFB fails to approve use of the funds for the Project or the District fails to receive the funds, this Agreement shall terminate without further obligation or act of either party. Prior to approval by the Board and the SFB in fiscal years 2019-2020 and 2020-2021, the Town shall not be obligated to pay for materials required for the Project in each respective fiscal year.

3.4 Town Use of Funds. The Town shall use the District Adjacent Ways funds exclusively for payment of costs referenced above.

3.5 Contract Administration. The Town shall be responsible for the contracting and administration necessary to complete the Project and all costs of the same, pending reimbursement from the District. The Town's budget for the cost of the fiscal year

2018-2019 portion of the Project has already been implemented within the balance of the budget for road improvement expenses and will be maintained in the ordinary course of such roadway improvements.

4. Disposition of Property upon Termination. There will be no property in need of disposing upon termination of the Agreement.

5. Severability. If any part or parts of this 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.

6. 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.

7. Conflict of Interest. This Agreement is subject to cancellation by either party pursuant to ARIZ. REV. STAT § 38-511.

8. Indemnification. To the extent permitted by law, 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 the indemnifying party's employees, officers, or agents, relating to and arising out of the performance of this Intergovernmental Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Penny Hubble, President
Chino Valley Unified School District
Governing Board

Date

TOWN OF CHINO VALLEY

Darryl Croft, Mayor

Date

Jami Lewis, Town Clerk

Date

In accordance with the requirements of ARIZ. REV. STAT. § 11-952, the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Hufford, Horstman, Mongini,
Parnell & Tucker, P.C.
Attorney for District

Andrew J. McGuire,
Gust Rosenfeld, PLC
Town Attorney