



RESOLUTION NO. 2020-27

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY,
ARIZONA, COMMITTING TO THE UTILIZATION OF FEDERAL LANDS ACCESS
PROGRAM FUNDS FOR PERKINSVILLE ROAD PAVEMENT REHABILITATION
AND WIDENING (MP 177 – HANCOCK AVENUE)**

WHEREAS, the United States Congress has established the Fixing America's Surface Transportation (FAST) Act which includes the Federal Lands Access Program (FLAP) that provides grant funding for projects that are located on, adjacent to, or provides access to Federal lands, and

WHEREAS, Coconino County and the City of Williams have identified systematic improvements that are needed on Perkinsville Road which are eligible for this funding, and

WHEREAS, Coconino County and the City of Williams are seeking to improve the road surface and safety for the traveling public; and

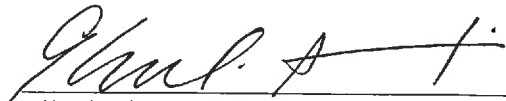
NOW, THEREFORE, BE IT RESOLVED that the Coconino County Board of Supervisors of Arizona, hereby:

1. Is committed to completing the Perkinsville Road Pavement Rehabilitation and Widening (MP 177 – Hancock Avenue); and
2. Certifies that the County of Coconino will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to this FLAP project; and
3. Certifies that the County of Coconino has the full amount of matching funds required in the amount of \$2,000,000 for scoping, design and construction services through the Federal Lands Access Program; and
4. Appoints the County Manager and County Public Works Director as agents of Coconino County to execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the Coconino County Board of Supervisors in Flagstaff, Arizona this 7th day of April, 2020.

AYES: 5
NOS: 0
ABSENT: 0

COCONINO COUNTY BOARD OF SUPERVISORS




Elizabeth C. Archuleta, Chair

(SEAL)

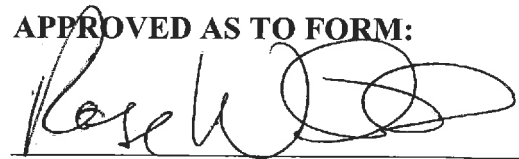


ATTEST:



Lindsay Daley, Clerk of the Board

APPROVED AS TO FORM:



Rose Winkeler, Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT

By and Between

COCONINO COUNTY, a political subdivision of the State of Arizona

AND

CITY OF WILLIAMS, an Arizona municipal corporation

FOR

PERKINSVILLE ROAD PAVEMENT REHABILITATION AND WIDENING

(MP 177 – Hancock Avenue)

Introduction: This intergovernmental agreement is entered into this 7th day of April, 2020, by and between Coconino County, Arizona, a political subdivision of the State of Arizona (the “County”), and City of Williams, an Arizona municipal corporation (the “City”), hereinafter collectively referred to as “Parties”. Each body has, in and of its own powers, the authority to enter into this agreement pursuant to A.R.S. §§ 11-201; 11-251; 9-240; and pursuant to those powers and authorities enumerated in A.R.S. § 11-952.

Whereas, the municipal boundaries of the City of Williams lay entirely within the political subdivision of Coconino County; and

Whereas, the public health, safety, welfare, comfort and convenience of the citizens of Williams is of considerable importance to the well-being of the whole of Coconino County; and

Whereas, the City of Williams is bounded by landscapes of natural beauty whose presence is an attraction helping to drive the economies of the City of Williams in particular, and Coconino County in general; and

Whereas, the greatest proportion of tourists travel to and from the City of Williams by means of a limited number of highway routes, namely Interstate 40, State Route 64, and Perkinsville Road, and whose routes – in particular Perkinsville Road – are challenged by

poor pavement, narrow road widths and inadequate facilities for bicycles, pedestrians, and parking; and

Whereas, both the City of Williams and Coconino County seek to improve access to Federal lands through improvements to Perkinsville Road; and

Whereas, both the City and the County are partnering on a project through the Federal Lands Access Program (FLAP) as a means of improving Perkinsville Road through the project entitled “Perkinsville Road Pavement Rehabilitation and Widening (MP 177 - Hancock Avenue)”, hereinafter referred to as “Project”; and

Whereas, both the City and the County are seeking FLAP funding under one application to provide the necessary improvements on Perkinsville Road to provide visitor access to the natural attractiveness of the area while also improving safety for the equally lawful uses of the motoring and non-motoring public; and

NOW THEREFORE BE IT RESOLVED:

1. Coconino County agrees to provide all FLAP-required local agency funding for the purpose of completing the Project.
2. In addition to the County portion of Perkinsville Road (MP 177 – City Limits), the Project will include a portion of 4th Street, a City-owned street within the City Limits, from Hancock Avenue to the City Limits.
3. The Project Scope of Work will include, but not be limited to, the following, assuming full funding is secured:
 - a. Full depth pulverization of existing pavement from MP 177 – Hancock Avenue.
 - b. Relocate utilities necessary for the successful widening of 4th Street and Perkinsville Road.
 - c. Address steep side slopes and rock fall protection areas
 - d. Address significant drainage issues and extend culverts to accommodate road widening.
 - e. Construct a wider pavement section to include 5’ paved shoulders for multimodal access.
 - f. Pave parking areas along the City Reservoir.
 - g. Install and/or replace signage to meet MUTCD requirements.

4. The Parties hereto recognize that Coconino County's contribution to the Project is for scoping, design and construction only. Upon completion of the Project, the City of Williams and Coconino County recognize that both agencies will have full maintenance responsibilities of their own portion of the Project.
5. The City of Williams recognizes that Coconino County, CFLD, and contractors will need access to the Project area, and shall grant such access for the purpose of estimating, scoping, and/or constructing the Project.
6. At least 30 days prior to presentation to either of the Parties' governing bodies for adoption, both Parties will be given an opportunity to review, comment, and approve the proposed plans. The City and the County shall coordinate and work together in a manner that does not impede the Project, including but not limited to, plans, earthwork, drainage, utilities, paving, signing, and striping. In the event that the Parties disagree on the design or construction of the Project, the Parties will work towards compromise, in order to not delay the Project. If compromise cannot be achieved, then Coconino County will have the final decision-making authority, given the County is funding 100% of the grant match.
7. No liability for any of Coconino County's activities is assumed by the City of Williams. No liability for any of the City of Williams' activities is assumed by Coconino County. Both Parties agree to indemnify, defend, and hold harmless the other in the event of a claim or lawsuit arises out of one Party's activities. Each Party will assume all risks of the activity of its own officers, employees, contractors, and agents and will be solely responsible for any accidents or injuries to persons or property.
8. All indemnification provisions contained in this Agreement shall survive the execution and delivery of hereof, and the rescission, cancellation, expiration or termination hereof upon the terms set forth herein.
9. The expiration date of this Agreement is January 1, 2025 or completion of the Project, whichever occurs first. Prior to the expiration date, the Parties may extend or renew this Agreement as many times as the Parties find desirable, but only upon the prior written agreement and approval of each Party's governing body.
10. This Agreement may be terminated by either Party by providing thirty (30) days prior written notice to the other Party of the intent to terminate. Notice shall be provided by Certified Mail to the addresses stated below. There is no penalty for

early termination, but any unexpended portion of Coconino County's contribution shall be returned to Coconino County upon the termination date.

11. Notice shall be provided, in writing, as follows:

For Coconino County:
Coconino County Manager, and
Clerk, Coconino County Board of Supervisors
219 E. Cherry Ave.
Flagstaff, Arizona 86001

For City of Williams:
Mayor, and
Clerk, City of Williams
113 S. 1st Street
Williams, Arizona 86046

12. This Agreement may be cancelled in accordance with the provisions of A.R.S. § 38-511.

13. Both Parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214. A breach of warranty under this paragraph shall be deemed a material breach of the Agreement that is subject to consequences up to and including termination of the Agreement. Each Party retains the legal right to inspect the records of the other Party or subcontractor employee who works on the Agreement, to ensure that the other Party or subcontractor(s) is complying with the warranty provided under this paragraph. Per A.R.S. § 41-4401, each Party hereby warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees.

14. To the extent that the employees of the County and the City may be working collaboratively on the Project, each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required. As provided for in A.R.S. § 23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers'

Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services for the Project pursuant to this Agreement.

15. Both parties shall comply with Arizona State Executive Order 2009-09, which mandates that all persons regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, as well as all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.
16. This Agreement shall be governed and interpreted by the laws of the State of Arizona.
17. The Parties shall retain and shall contractually require each subcontractor performing work associated with this Agreement and/or the Project (if any) to retain all data, books, and other records ("records") relating to the Project for a period of five years after completion thereof. All records shall be subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties shall produce the original of any or all such records for inspection and/or copying.
18. This Agreement may be executed in counterparts by each of the Parties. The Agreement is effective as to each signatory Party on its execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.
19. If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
20. Except as expressly provided herein, this Agreement constitutes the entire contract between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matter of this Agreement upon the terms and for the period set forth herein.
21. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations

of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

22. This Agreement has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties of the Agreement represented by the undersigned attorneys as indicated.

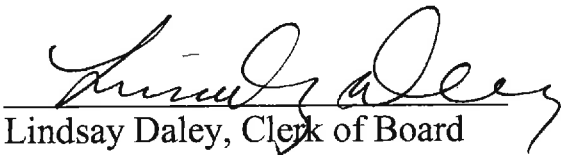
Approved by vote of the Coconino County Board of Supervisors on the 7th day of April, 2020.

DATED, this 7th day of April, 2020.



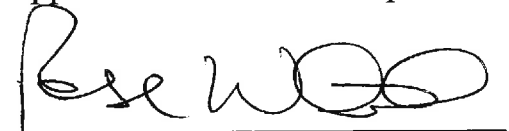
Elizabeth C. Archuleta, Chair
Board of Supervisors

Attest:



Lindsay Daley, Clerk of Board

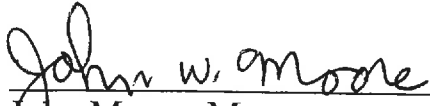
Approved as to form and powers:



Rose Winkeler, Deputy County Attorney

Approved by the Mayor of the City of Williams on the 13 day of April, 2020.

DATED, this 13 day of April, 2020.



John Moore, Mayor
City of Williams

Attest:



Pam Galvan, City Clerk

Approved as to form and powers:



Brandon Kavanagh, Mangum Wall Stoops & Warden, PLLC
City Attorneys

