

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: April 14, 2015	Time Needed: 10 minutes												
Requesting Department: Public Works	Presenter(s) Name: Bill Bess												
Motion before the Board: Approve and Authorize the Chairwoman to sign agreement with the Salvation Army for the Double Chip Seal of FS-504 and FS-504 k for approximately 1.62 miles.													
Recommendation: (who, what, where, when, how, etc.)													
Background: (why should it be done, what will happen if not approved, etc. include resolution)													
<p>The Salvation Army has requested the County do a double chip seal to the FS-504 and FS-504 k. The total estimated cost of the repair is \$56,000. The Salvation Army will provide \$40,000 for the Double Chip Seal materials and the remaining material cost of \$16,000 will be provided from the District IV Special Roads Funds.</p> <p>Public Works is in favor of working with the Salvation Army to double chip seal a portion of the FS-504 and FS-504 K. The Salvation Army has funds to pay for \$40,000 of materials. The Salvation Army has agreed that this partnership effort does not create any obligation on the part of the County in regard to future chip-sealing of these roads and does not create an obligation on the part of the County for future improvements such as paving.</p>													
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.)													
Project will require \$16,000.00 from District IV Special Road Funds													
Reviewed and approved by:	<table style="width: 100%; text-align: center; border: none;"> <tr> <td style="width: 15%;">County Manager</td> <td style="width: 15%;">County Attorney</td> <td style="width: 15%;">Human Resources</td> <td style="width: 15%;">Public Works</td> <td style="width: 15%;">Finance</td> <td style="width: 15%;">IT</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	County Manager	County Attorney	Human Resources	Public Works	Finance	IT	<input type="checkbox"/>					
County Manager	County Attorney	Human Resources	Public Works	Finance	IT								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Board Action Taken													
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>												
No Action <input type="checkbox"/>	Continued <input type="checkbox"/>												
Continued to: _____													
Approved with changes as follows: _____													
Clerk's Notes													
Date:	Initial:												

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**

CHIP-SEALING AGREEMENT

AGREEMENT entered into as of April 8, 2015 by and between Navajo County, a political subdivision of the State of Arizona ("County") and The Salvation Army, a California corporation ("Salvation Army"), for the purpose of establishing the respective rights, duties, and obligations of these parties for the design, construction, and maintenance of a Double Chip Seal (DCS) more particularly described herein.

WHEREAS, County has adopted into its road maintenance system the public roads that provide access to and are adjacent to the Salvation Army; and

WHEREAS, The Salvation Army is the duly constituted property owners offering a facility for public use and acting as a non-profit in benefit of the community; and

WHEREAS, Salvation Army wishes for County's Public Works Department to perform non-scheduled double chip-sealing on approximately 7,700 feet of public roads within the Forest Service Area, to provide project water, and to reimburse County for the cost of materials; and

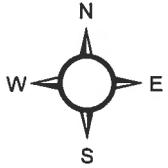
WHEREAS, County is willing to perform the requested double chip-sealing through its Public Works Department upon the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. Salvation Army requests County to perform double chip-sealing on the portions of Forest Service Road (FSR) 504 and FSR 504K, depicted on Exhibit 1 hereto, in accordance with County's customary standards and procedures. The County shall construct the double chip seal of FSR-504 commencing at end of existing pavement intersecting State Route 260 for approximately 1.5 miles and FSR 504 K for approximately 700 feet.
2. This Agreement may be modified only by a written agreement between these parties, executed in the same manner as this Agreement
3. The Salvation Army shall provide project water from their site and reimburse Navajo County for the double chip seal materials not to exceed \$40,000.00
4. County agrees to perform the necessary road surface preparations and the requested double chip-sealing using County labor and equipment. County estimates the material cost for double chip-sealing at \$56,000. Upon completion of the work, County will provide Salvation Army with a final statement of the actual cost of double chip materials, not to exceed \$40,000. Navajo County will fund the other cost associated with the double chip seal project.
5. The County will evaluate the need for additional signage requirements, including but not limited to speed limit signs, and provide additional signs as required.
6. The Salvation Army agrees to allow County personnel to obtain and use water from the fire hydrants located within the Salvation Army grounds at no cost for the duration of the project and for continued maintenance activity in the area. At its digression, the Salvation Army can elect to annul the water service offering to the County, the Salvation Army shall notify the County Public Works Director in writing. The County will indemnify Salvation Army for any damage or loss caused by County personnel or County contractors obtaining water or working on Salvation Army's property.

7. Prior to County undertaking the work, the Salvation Army shall provide to County's Public Works Director satisfactory evidence that it has funds on hand to reimburse County for the cost of materials as set forth in paragraphs 3 and 4. Salvation Army shall make payment to County for the actual cost of the double chip materials, not to exceed \$40,000, within 30 days after receipt of County's final statement of actual cost.
8. All work shall be performed in accordance with County's customary standards and procedures for such work, as determined solely by County's Public Works Department, on a schedule mutually convenient to County and Salvation Army.
9. This agreement is also terminable in accordance with the provisions of A.R.S. § 38-511, and that statute is hereby incorporated into this agreement by reference.
10. In the event of a dispute that the parties are unable to resolve through the use of an alternative dispute resolution process, it is agreed that the Courts of Navajo County, Arizona, shall have exclusive jurisdiction and be the appropriate venue for resolving the matter.
11. In the event of a disagreement between the parties regarding the interpretation of this Agreement or their respective obligations under this Agreement, the parties agree that they will first make efforts to resolve the matter through alternative dispute resolution prior to proceeding to litigation in Court.
12. Each party warrants and represents that each official who executes this Agreement on its behalf is fully and duly authorized to do so and that when so executed this Agreement will be a valid and binding obligation of the party.
13. Salvation Army understands and agrees that County is undertaking this work outside the context of its normal maintenance schedule only because Salvation Army is willing to significantly fund the cost of materials and because such work may reduce County's long-term maintenance costs. Specifically, Salvation Army understands and agrees:
 - a. All maintenance of roads within County's road maintenance system is at the discretion of the Board of Supervisors and Public Works Department and is dependent on the availability of funds and resources.
 - b. The County will provide maintenance to the double chip seal roads, FSR 504 and FSR 504K, in accordance with its regular maintenance program and schedule, including slurry seals at appropriate intervals. County does not warrant that the double chip-sealing will achieve a long-term solution. In the event of a failure of the double chip-sealing, County will make every effort to make repairs on a timely basis and bring the road surface to a double chip seal standard pending availability of funds and resources.
 - c. This Agreement does not create any obligation on the part of County or any expectation on the part of Salvation Army in regard to asphaltic concrete paving or other improvement of the roads.

Exhibit 1: Double Chip Seal of FS-504 and FS-504 K



1 inch = 1,000 feet
Date: 4/7/2015

T:12 R:16
Sec.10

T:12 R:16
Sec.11

T: 12 N
R: 16 E

T:12 R:16
Sec.15

SR-260

T:12 R:16
Sec.14

