Project HB-963-909 &-911
Punkin Center Road at Tonto
Creek and Hicks Crossing at
Pinal Creek

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF GILA

THIS AGREEMENT, entered into this 7th day of January, 1980, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF GILA, hereinafter called "COUNTY",

WHEREAS, STATE is charged by Arizona Laws 1979, Chapter 217 (H.B. 2457), Section 13, Subsection 9 to administer funds appropriated for the construction of bridges needed because of extensive flooding and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of STATE; and

WHEREAS, COUNTY has met the requirements imposed by said chapter and section to receive part of said funds for bridge sites hereinafter designated, and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of COUNTY; and

WHEREAS, both parties wish to set forth their respective responsibilities and the guide lines to fulfill the mandate of said chapter.

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

COUNTY SHALL:

1. Have the option of either using its own engineering staff to design the bridges hereinafter designated or to employ a consulting engineer or engineering firm to design them. If a consulting

engineer or engineering firm is utilized State shall be advised of the firm selected and the starting date of the contract.

2. Design said bridges or cause them to be designed in accordance with the American Association of State Highway and Transportation Officials' bridge design standards and under the supervision of a registered professional engineer and shall so certify to State.

3. Call for bids and award a construction contract for each bridge to the successful bidder, and advise State as to the successful bidder.

4. Administer and oversee the construction contract, assuring that the bridges are built according to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 1969 or Standard Specifications adopted by County or other approved construction standards.

5. Upon completion of construction of each, certify to State that the bridge was constructed under the supervision of a registered professional engineer and in accordance with the approved plans and specifications and that County has accepted each bridge. Thereafter County shall have the maintenance responsibility for said bridges.

6. Submit monthly billings to State's Local Government Section, Highways Division for payment of not more than 75% of the cost of construction, including the necessary incidentals of foundation investigation, design, essential right of way acquisition, diking, site preparation and minimal bridge approach work required to utilize the bridges. The bridge sites and the maximum amount to be applied to each are as follows:

a. Punkin Center Road over Tonto Creek, $525,000.00, no more than 30% of which may be expended in the fiscal year 1979-80 unless otherwise approved by STATE's Local Government Section.

b. Hicks Crossing over Pinal Creek, $300,000.00, no more than 30% of which may be expended in the fiscal year 1979-80 unless other-

wise approved by STATE's Local Government Section.

7. Provide matching funds of at least 25% of the cost of each bridge. It is understood that should the above amounts not cover the entire 75% of the costs of each bridge, County shall pay any amount needed in excess of and in addition to the 25% set out herein in order to assure the completion of each bridge.

8. Assure that its accounting procedures are satisfactory for documentation of all costs related to the construction of each bridge and shall make its accounting records available for audit by State agents or employees at all reasonable hours.

STATE SHALL:

1. Make payments only from the funds allocated by and according to the terms of said chapter and section of the above cited law.

2. Monitor expenditures and audit the accounting records of County to make certain that payments to County do not exceed the specified limitations. It is understood that any funds unexpended and unencumbered on July 1, 1982 shall revert to the State general fund.

I. 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 STATE or COUNTY upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

II. This Agreement shall become effective on the date of its being filed with the Secretary of State.

III. 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 COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IV. 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.

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

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By_____

Chief Deputy State Engineer

GILA COUNTY, ARIZONA

By Robert P. Casillas

Title_____
Chairman, Gila County
Board of Supervisors

ATTEST:

Rose Marie Phillips

CLERK OF THE BOARD OF SUPERVISORS

WRL:db
8-31-79

Project: HB-963-909 & 911
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Pinal Creek

RESOLUTION

BE IT RESOLVED on this 7th day of APRIL, 1982, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona for the Highways Division of the Department of Transportation to enter into a second amendment to that certain intergovernmental agreement dated January 7, 1980, with Gila County for the redistribution of funds as set forth in said agreement.

Therefore, authorization is hereby given to draft an amendment for said purpose, which upon completion shall be returned for approval and execution by the Chief Deputy State Engineer on behalf of the Department.

W. A. Ordway, Director
Arizona Department of Transportation

JDC:ea

OFFICE OF THE
Attorney General
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(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 82-268, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of May, 1982.

ROBERT K. CORBIN
Attorney General

James R. Redpath