A. G. Contract No.KR891151TRD
ECS File: JPA 89-74
Project: 177 PN 136 H2659 01C
Section: State Route 177
Superior-Winkelman Highway
Town of Hayden

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF HAYDEN

THIS AGREEMENT is entered into August 14, 1989 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF HAYDEN, acting by and through its Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on State Route 177 at the following location:

NO. 14119
FILED WITH SECRETARY OF STATE
Date Filed 8-14-89
Jon Shumway
Secretary of State
By B. Vermillion

From centerline roadway station 1794+50 to centerline roadway station 1795+50, a net distance of approximately .02 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the Town, using Town funds. Upon completion of the work, the State shall reimburse the Town 75% of the landscape contract costs, not to exceed 75% of the project cost estimate. Town shall be responsible for 75% of any contractor claims for extra compensation attributable by State to Town.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automtically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Hayden
Town Manager
Town Hall - 526 Velasco Ave.
Hayden, AZ 85283

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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

TOWN OF HAYDEN

By _____

Title Mayor

STATE OF ARIZONA
Department of Transportation

By _____
GARY K. ROBINSON
Chief Deputy State Engineer

1892j
02JUN

JPA 89-74

RESOLUTION

BE IT RESOLVED on this 28th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Hayden for the purpose of landscaping certain areas within the right of way on S.R. 177.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

James A Cullen Hep Mi
for

CHARLES L. MILLER, Director
Arizona Department of
Transportation

1204j/2

RESOLUTION NO. 462

BE IT RESOLVED on this 10th day of July, 1989, that the Hayden Town Council enters into an agreement with the Arizona Department of Transportation for the purpose of landscaping certain areas within the right of way on S.R. 177.

Passed and adopted by the Mayor and Council of the Town of Hayden on this 10th day of July, 1989.

Virginia A. Darby, Mayor

ATTEST:

Maria G. Garcia, Town Clerk

APPROVED AS TO FORM:

Anna C. Ortiz, Town Attorney

Anna C. Ortiz
ATTORNEY AT LAW
149 South Broad - Suite 2 - P.O. Box 612 - Globe, Arizona 85502
Telephone: 602-425-7311 / 602-425-7312

JUN 1989
RECEIVED
HAYDEN
TOWN HALL

June 21, 1989

Ms. Maria G. Garcia
Town Clerk
Town of Hayden
P. O. Box B
Hayden, Arizona 85235

Re: SR-177 Landscape Maintenance Agreement
#IGA 89-74

Dear Ms. Garcia:

I have reviewed the above referenced contract and it appears to be acceptable. The only change I suggest is to page three, item six, the words "Town Manager" should be changed to "Town Clerk."

The Town has the power to enter into agreements of this nature and this particular agreement appears to be in proper form. I therefore give my approval to the agreement.

Sincerely,

ANNA C. ORTIZ,
Attorney at Law

ACO/dt

Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89151TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 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 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 7th day of August, 1989.

ROBERT K. CORBIN
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Division

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