A. G. Contract No. KR89-2650TRD
ECS File: JPA-89-143
Project: RTAP-79(001) R0079 01P
Section: Road Dust Abatement

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
ARIZONA STATE UNIVERSITY

THIS AGREEMENT is entered into 3 AUGUST, 1990, 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 (ADOT) (the "State") and the ARIZONA STATE UNIVERSITY - Arizona Transportation Research Center, acting by and through its Board of Regents (the "University").

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 University is empowered by Arizona Revised Statutes Section 15-1625 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 University.

The University has been selected by the Federal Highway Administration (FHWA) to perform research on road dust abatement which will benefit the motoring public. The work is to be performed in accordance with the University proposal dated 24 August 1989, as amended, which is attached hereto as Exhibit A and FHWA approval of Project No. RTAP-79(001) which is attached hereto as Exhibit B and made a part hereof.

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

NO. 15040
FILED WITH SECRETARY OF STATE
Date Filed 8/3/90
Jim Shumway
Secretary of State
By Vicky J. Graenewald

II. SCOPE OF WORK

1. The State will:

a. Reimburse the University in the amount of $20,000 for the cost of the work, plus adjustments approved by FHWA, upon State's receipt of funds from FHWA. In no event will this contract amount exceed that which is approved and funded by the FHWA.

b. Reimbursements may be paid in installments based upon progress and final payment reports (ADOT Form No. 12-6903) submitted by the University to the Arizona Transportation Research Center.

2. The University will:

a. Perform the work in strict accordance with the University proposal dated 24 August 1989.

b. Complete the work within twelve (12) months from the date of filing of this agreement with the Arizona Secretary of State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the commencement of work by the University, upon thirty (30) days written notice to the other party.

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

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 12-133 and Arizona Revised Statutes Section 12-1518 (B) and (C).

6. The parties hereto agree to comply with all applicable state and federal laws, rules, regulations and executive orders as to equal employment opportunity, nondiscrimination, and affirmative action.

7. 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

Arizona State University
Office of Sponsored Programs Administration
ATTN: Jeanne Cox, Manager
Tempe, AZ 85287-1603

8. Attached hereto and incorporated herein is a copy of the written determination of 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.

STATE OF ARIZONA
Arizona State University

By _____
GARY I. CHAFFINS, Director
Office of Sponsored Programs

STATE OF ARIZONA
Department of Transportation

By _____
HARRY A. REED, Director
Transportation Planning Division

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CERTIFICATION

STATE OF ARIZONA)
)
County of Maricopa)

I, JUDY E. GARZA, the duly appointed, qualified and acting Secretary to the Arizona Board of Regents, do hereby certify that during a regular meeting of said Board held on June 1, 1990, the Board, by motion duly made, seconded and carried, approved and authorized the following:

An agreement between Arizona State University and the Arizona Department of Transportation to perform research on road dust abatement which will benefit a work plan for extending the work accomplished in Arizona to the conditions in Nevada and California by presenting workshops in the amount of $20,000 for a period of twelve months after filing with the Secretary of State.

I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board, and that approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Board this 6th day of June, 1990.

JUDY E. GARZA
Secretary to the
Board of Regents

JPA 89-143

RESOLUTION

BE IT RESOLVED on this 27th day of October 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 Arizona State Univeristy for the purpose of defining responsibilities to provide research on road dust abatement.

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

Charles L. Miller

CHARLES L. MILLER, Director
Arizona Department of
Transportation

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INTERGOVERNMENTAL AGREEMENT

DETERMINATION

Pursuant to A.R.S. 11-952, the foregoing agreement has been submitted to Counsel to the Arizona Board of Regents, for the Benefit of Arizona State University.

The undersigned has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Board of Regents.

DATED this 10 day of May, 1990

Nancy Tribbensee

Nancy Tribbensee
Assistant General Counsel
ARIZONA STATE UNIVERSITY