A. G. Contract No.KR911552TRD
ECS File: JPA 91-84
Project: G 1050 09C
Section:Galveston Rd. West of Rural

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 15 October, 1991, 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 CITY OF CHANDLER, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-1895.03 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 City is empowered by Arizona Revised Statutes Section 41-1513, 28-1895 et seq, and City Charter Article 1, Section 1.03 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 City.

3. The City has requested Economic Strength Project (ESP) funds in the amount of $116,380.00; the Arizona Department of Commerce and the Economic Development Commission have recommended the approval of such funds for the City, and the Transportation Board has approved the funding, for the design and construction of the extension of Galveston Road West from Rural Road, which will enhance the development of the Gila Industrial Park and improve access to existing Intel Corp. facilities, and aid in the retention and development of local business, hereinafter referred to as the Project.

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

NO. 16161
FILED WITH SECRETARY OF STATE
Date Filed 10/15/91
Richard Mahoney
Secretary of State
By [illegible]

II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of $270,592.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the City, and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of $116,380.00.

c. Provide the State a copy of the executed Project contract(s). Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of $116,380.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the making of the ESP payment, upon thirty (30) days written notice to the other party.

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

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

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

8. 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).

9. 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
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

City of Chandler
City Manager
25 S. Arizona Place #301
Chandler, AZ 85225

10. 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.

CITY OF CHANDLER

By _____
COY PAYNE
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
HARRY A. REED
Director, Transportation
Planning Division

RECOMMENDED BY

By _____
JOHN PINCH
City Manager

ATTEST:

By _____
CAROLYN DUNN
City Clerk

3845j
18JUL

JPA 91-84

RESOLUTION

BE IT RESOLVED on this 11th day of July 1991, that I, CHARLES E. COWAN, 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 City of Chandler for the purpose of defining responsibilities for the design and construction of the extension of Galveston Road in the City.

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

Ray Ellis

for CHARLES E. COWAN
Director

1203j/2

RESOLUTION NO. 1952

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, ACCEPTING AN ECONOMIC STRENGTH PROJECTS FUND GRANT THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR INFRASTRUCTURE IMPROVEMENTS FOR THE EXTENSION OF GALVESTON ROAD, AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT, AND APPROVING THE EXPENDITURE OF CITY OF CHANDLER MATCHING FUNDS FOR THE GRANT

WHEREAS, the City of Chandler desires to assist Intel Corporation expand their operations within the City through the extension of Galveston Road; and

WHEREAS, the City made a successful application for Economic Strength Project Funds in the amount of $116,380.00 and has been offered an Intergovernmental Agreement, A.G. Contract No. KR911552TRD, through the Arizona Department of Transportation as assistance for the completion of the road improvements; and

WHEREAS, the City Council of the City of Chandler allocated $50,000.00 of City funds to be used as local matching funds for the Economic Strength Project Funds Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Chandler, Arizona, as follows:

Section 1. That the City Council accepts a grant of Economic Strength Project Funds in the amount of $116,380.00 and enters into an Intergovernmental Agreement, A.G. Contract No. KR911552TRD, through the Arizona Department of Transportation for the extension of Galveston Road.

Section 2. That the Mayor and City Manager be authorized to execute the Intergovernmental Agreement, A.G. Contract No. KR911552TRD on behalf of the City of Chandler.

Section 3. That the $50,000.00 of City funds, allocated as a local match, be expended in accordance with the terms and conditions of the Intergovernmental Agreement, A.G. Contract No. KR911552TRD.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this 22nd day of August, 1991.

ATTEST:

Carolyn Dunn
CITY CLERK

Pat Rogers
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 1952 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 22nd day of August, 1991 and that a quorum was present thereat.

APPROVED AS TO FORM:

Dennis M. O'Neill
City Attorney

Carolyn Dunn
City Clerk

JPA 91-84

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23rd day of August, 1991.

Dennis M. O'Neill

City Attorney

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

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-1552TRD , 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 10th day of October, 1991.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section