AG Contract No. KR920143TRD
ECS File: JPA 91-138
ADWR File: 92-7948-210-2069
Proj: Archaeological Investigations
Section: Statewide

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA DEPARTMENT OF WATER RESOURCES

THIS AGREEMENT is entered into 9 March, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION, acting by and through its HIGHWAYS DIVISION (the "ADOT") and the DEPARTMENT OF WATER RESOURCES, acting by and through its DIRECTOR (the "ADWR").

I. RECITALS

1. The ADOT 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 ADOT.

2. The ADWR is empowered by Arizona Revised Statutes Section 45-105 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 ADWR.

3. The ADWR routinely installs and monitors flood warning systems situated on lands owned or controlled by various state and federal agencies. Prior to installing these flood warning systems, an archaeological clearance is necessary, and typically requires agency permits prior to proceeding with the clearance. The permitee must be a professional archaeologist. The ADWR does not currently have a professional archaeologist on the ADWR staff. The ADOT and the ADWR have determined it is in the best interest of the State to jointly participate in obtaining the necessary permits and producing the resultant clearances.

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

NO. 16478
FILED WITH SECRETARY OF STATE
Date Filed 03/09/92
Richard Mahoney
Secretary of State
By [illegible]

II. SCOPE OF WORK

1. The ADOT will:

a. As requested in writing by the ADWR, and as ADOT staff is available, supervise the ADWR para-archaeologist work when required, and when appropriate certify surveys as requested by ADWR.

b. Invoice the ADWR the reasonable direct actual cost of the professional services, with no profit or fee, in an amount estimated at $4,800.00 annually.

2. The ADWR will:

a. Set aside sufficient funds for anticipated ADOT work, and provide written requests to ADOT for requisite supervision and/or survey certifications.

b. Reimburse ADOT within thirty (30) days after receipt of invoices.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect for a period of five (5) years from the effective date, and may be renewed for successive periods by the written agreement of the parties hereto, or; until cancelled upon sixty (60) days written notice by either party hereto, or other competent authority.

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 12-1518 (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
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

Arizona Department of Water Resources
Chief Financial Officer
15 South 15th Avenue
Phoenix, AZ 85004

7. The parties hereto shall comply with the Age Discrimination Act of 1975, 42 U.S.C. No. 6101 et seq., and State Executive Order No. 75-5, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and shall comply with the Rehabilitation Act of 1973, 29 U.S.C. No. 701, which prohibits discrimination in the employment of qualified persons because of physical or mental handicap, and shall comply with the Civil Rights Act of 1964, 42 U.S.C. No. 2000e, which prohibits the denial of benefits of or participation on contract services on the basis of race, color or national origin.

8. 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.

STATE OF ARIZONA
Department of Water Resources

By Elizabeth Ann Rieke
ELIZABETH ANN RIEKE 2/28/92
Director

STATE OF ARIZONA
Department of Transportation

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

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JPA 91-138

RESOLUTION

BE IT RESOLVED on this 5th day of December 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 Arizona Department of Water Resources for the purpose conducting joint archaeological surveys on various state and federal lands.

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

for CHARLES E. COWAN
Director

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

March 4, 1992

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR92-0143 -TRD , 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 4th day of March, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section