A. G. Contract No.KR913015TRD
ECS File: JPA 91-143
Project: 260S AP 396 H 2895 01 C
Section: SR-260 @ SR-260 Spur

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF EAGAR

THIS AGREEMENT is entered into APRIL 3, 1992 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 EAGAR, 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 areas within the right of way on State Route 260 Spur and State Route 260 at the following location:

From State Route 260 Spur centerline roadway station 35+50 to centerline roadway station 89+00, a net distance of approximately 1.01 miles; and on State Route 260 centerline roadway station 1908+80 to centerline roadway station 1922+01.88 back and centerline roadway station 1406+88 ahead to centerline roadway station 1394+40, a net distance of approximately 0.49 miles.

NO. 16534
FILED WITH SECRETARY OF STATE
Date Filed 04/03/92
Richard Mahoney
Secretary of State
By Lucy Greenwood

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 project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, at an estimated cost of $20,000.00, using State funds. Upon completion of the work, the Town shall reimburse the state twenty five (25) percent of the landscape contract cost, in an amount estimated at $5,000.00.

3. 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.

4. After construction, the Town shall maintain the landscaping within the right of way.

5. The Town hereby agrees to maintain the landscaping. 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 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, 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 "Uniform Traffic Control Manual."

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 automatically 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
Joint Project Administration
205 South 17 Avenue Mail Drop 616E Room 222E
Phoenix, AZ 85007

Town of Eager
Town Manager
Box 1300
Eager, AZ 85925

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 EAGAR

By _____
ARTHUR L. EAGAR
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By _____
KAREN MERRILL
Town Clerk

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10JAN

JPA 91-143

RESOLUTION

BE IT RESOLVED on this 17th 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 Town of Eagar for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on SR-260S at SR-260.

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

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RESOLUTION NO. 92-2

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF EAGAR, ARIZONA AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, TRANSPORTATION DIVISION, FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF LANDSCAPING IMPROVEMENTS ON SR-260S AT SR-260, ALLOWING THE MAYOR AND CLERK TO SIGN NECESSARY DOCUMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Town Council of the Town of Eagar, Arizona, have determined that it is in the best interests of the Town of Eagar to enter into an agreement with the State of Arizona Department of Transportation, Highways Division, for the purpose of defining responsibilities for the design, construction, and maintenance of landscaping improvements on SR-260S and SR-260 in accordance with ADOT's Agreement No. JPA 91-260; and

WHEREAS, the Mayor and Clerk are hereby authorized to sign any necessary documentation relating to to this agreement; and

WHEREAS, it is necessary for the preservation of the peace, health and safety of the Town of Eagar, an emergency is declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Eagar Town Council on this 3rd day of February, 1992.

Attest:

Karen Merrill

Karen Merrill, Town Clerk

Approved:

Art Eagar

Art Eagar, Mayor

Approved as to Form:

Douglas E. Brown, Attorney

JPA 91-143

APPROVAL OF THE EAGAR TOWN ATTORNEY

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

DATED this 3 *day of* Feb, *1992.*

Town Attorney

1979j

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 26, 1992

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR91-3015-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 th authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of March, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
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