A. G. Contract No. KR922438TRN
ECS File: JPA 92-104
Project: M-817-5(5)P
Fund: 8177 MA GDY S S273 01C
Section: Central Avenue, Van Buren to I-10, Goodyear Urban Area

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

THIS AGREEMENT is entered into 16 December, 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 CITY OF GOODYEAR, acting by and through its CITY COUNCIL ("City").

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 City 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 City.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO. 17275
FILED WITH SECRETARY OF STATE
Date Filed 12/16/92
Richard Mahoney
Secretary of State
By [signature]

c. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of City's deposit unless and until so authorized in writing by the City.

2. Prior to the solicitation of bids, the City shall deposit with the State funds in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the City any part of the funds deposited by City remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

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

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

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

7. 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.

8. 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
Phoenix, AZ 85007

City of Goodyear
City Manager
119 N. Litchfield Road
Goodyear, AZ 85338

9. Attached hereto and incorporated herein is 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 GOODYEAR

By _____
CARL K. GOW
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By _____
BARBARA A. DUNAWAY
City Clerk

JPA 92-104 & 92-105

RESOLUTION

BE IT RESOLVED on this 22nd day of September 1992, that I, JAMES S. CREEDON, as Acting 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 Goodyear for the purpose of defining responsibilities for the design, construction and maintenance of roadway improvements to Van Buren Street and Central Avenue in the City.

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

JAMES S. CREEDON
Acting Director

MINUTE ORDER

EXTRACT FROM THE MINUTES OF A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

The Mayor and Council of the City of Goodyear met in regular session in the Council Chambers at City Hall of the City of Goodyear, Arizona, at 7:30 p.m., on the 13th day of October, all members having been notified of the time and place hereof.

PRESENT: Mayor Gow, Vice Mayor Maxwell Mr. Leach, Mr. Amator, Mrs. Richmond, Mr. Arnold, Mr. Montgomery

ABSENT:

Was a quorum declared? Yes: XXX No:

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ACTION TAKEN:

AUTHORIZE IGA JPA 92-104 WITH AZ DEPARTMENT OF TRANSPORTATION

Motion by Councilmember Richmond, seconded by Councilmember Amator, authorizing the Mayor to sign Intergovernmental Agreement JPA 92-104 to allow cooperation between the City and the State of Arizona in administration of a federally funded street improvement project of widening and drainage improvements of Central Avenue from Van Buren Street north to Interstate 10, passed unanimously.

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I, Barbara A. Dunaway, the duly qualified and appointed City Clerk for the City of Goodyear, County of Maricopa, State of Arizona, do hereby certify that the foregoing is a true and correct extract from the original minutes of the meeting of the Mayor and Council of said city held on the 13th day of October, 1992, insofar as said matters relate to matters set forth in the extract above and that a quorum was present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said city this 26th day of October, 1992.

SEAL:

Barbara A. Dunaway
City Clerk

JPA 91-104

APPROVAL OF THE GOODYEAR CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF GOODYEAR 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 13th day of October, 1992.

Ronald L Keppe

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2438 -TRN, 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 December, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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