A. G. Contract No. KR94 0697TRN
ECS File: JPA 94-66
Project: HX 027 01C
Section: SR-69 @ Windsong
Traffic Signal

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PRESCOTT VALLEY

THIS AGREEMENT is entered into 28 June, 1994, 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 PRESCOTT VALLEY, acting by and through its MAYOR and 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. The State and the Town desire to design, construct, operate and maintain a new traffic signal light warranted on SR-69 at the intersection of Windsong in the Town, at an estimated construction cost of $100,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

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

NO. 18654
FILED WITH SECRETARY OF STATE
Date Filed 06/28/94
Richard M. Mahoney
Secretary of State
By Vicky Greenewold

II. SCOPE OF WORK

1. The Town will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Be responsible for any contractor claims for extra compensation attributable to the Town.

c. Upon receipt and approval of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project.

d. Upon completion and acceptance by the State, provide electrical energy for the traffic signal.

2. The State will:

a. Review the Town design documents and provide comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the Town for fifty percent (50%) of the reasonable direct actual cost of construction and construction engineering of the Project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, 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 12-1518.

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
Phoenix, AZ 85007

Town of Presccott Valley
Town Manager
8501 E. Yavapai Road
Prescott Valley, AZ 86314

7. 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.

TOWN OF PRESCOTT VALLEY

By Harvey C. Skoog
HARVEY SKOOG
Mayor

STATE OF ARIZONA
Department of Transportation

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

ATTEST

By Linda Thorson
LINDA THORSON
Town Clerk

345
30mar

JPA 94-66

RESOLUTION

BE IT RESOLVED on this 30th day of March 1994, that I, the undersigned LARRY S. BONINE, 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 Prescott Valley for the purpose of defining responsibilities for the design and construction of a warranted traffic signal on SR-69 at the intersection of Windsong in the Town.

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

for: LARRY S. BONINE
Director

RESOLUTION NO. 544

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, ENTERING INTO INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA [ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)], TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN NEW TRAFFIC SIGNAL LIGHTS AT THE INTERSECTIONS OF STATE ROUTE 69 (SR 69) AND NAVAJO DRIVE, WINDSONG ROAD, AND LAKE VALLEY ROAD; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Town of Prescott Valley is authorized by ARS §48-572(B)(3) to enter into contracts with the State of Arizona or any agency thereof for the construction by the State of street improvements, including traffic signals; and

WHEREAS, ARS §§11-951 and 11-952 authorize the Town to enter into agreements with the State of Arizona [by and through the Arizona Department of Transportation (ADOT)], for joint or cooperative action involving exercise of powers common to each [including the design, construction, operation and maintenance of traffic signals on state highways located within the Town limits]; and

WHEREAS, the intersections of State Route 69 (SR 69) and Navajo Drive, Windsong Road, and Lake Valley Road are and have been found to meet warrants for traffic signals [as set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD)], and therefore the design, construction, operation and maintenance of such traffic lights is necessary for the health, safety and welfare of the community; and

WHEREAS, the Town and the State of Arizona (by and through ADOT) have heretofore entered into construction intergovernmental agreements for traffic signals on SR 69, and have also entered into a Maintenance Agreement No. 85-316 dated June 20, 1985, for operation and maintenance of traffic signals and/or highway lighting on SR 69;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

1. That the Town enter into that certain Intergovernmental Agreement No. KR94 0704TRN, approved April 14, 1994, by and between the Town of Prescott Valley and the State of Arizona [by and through the Arizona Department of Transportation (ADOT)], to design, construct, operate, and maintain a new traffic signal light at the intersection of SR 69 and Navajo Drive, and that the Mayor (or in his absence, the Vice-Mayor) be hereby authorized to sign said Intergovernmental Agreement and any necessary related documents on behalf of the Town.

2. That the Town enter into that certain Intergovernmental Agreement No. KR94 0697TRN, approved April 14, 1994, by and between the Town of Prescott Valley and the State of Arizona [by and through the Arizona Department of Transportation (ADOT)], to design, construct, operate, and maintain a new traffic signal light at the intersection of SR 69 and Windsong Road, and that the Mayor (or in his absence, the Vice-Mayor) be hereby authorized to sign said Intergovernmental Agreement and any necessary related documents on behalf of the Town.

3. That the Town enter into that certain Intergovernmental Agreement No. KR94 0705TRN, approved April 14, 1994, by and between the Town of Prescott Valley and the State of Arizona [by and through the Arizona Department of Transportation (ADOT)], to design, construct, operate, and maintain a new traffic signal light at the intersection of SR 69 and Lake Valley Road, and that the Mayor (or in his absence, the Vice-Mayor) be hereby authorized to sign said Intergovernmental Agreement and any necessary related documents on behalf of the Town.

4. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 14th day of April, 1994.

HARVEY C. SKOOG, Mayor

ATTEST:

Linda J. Thorson, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

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APPROVAL OF THE PRESCOTT VALLEY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PRESCOTT VALLEY 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 18th day of April, 1994.

Ivan Legler

Town Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A. G. Contract No. KR94-0697-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 24th day of June, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G