A. G. Contract No. KR94 2123TRN
ECS File No.: JPA 94-145
Project: H3670 18C
Section: SR-B10

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

THIS AGREEMENT is entered into 5 OCTOBER, 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 CITY OF BENSON, acting by and through its MAYOR and CITY COUNCIL (the "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. To comply with the Americans with Disabilities Act of 1990, the State provides funds to local governments to construct or contract improvements on sidewalks along State highways which will provide improved handicapped access to pedestrian facilities, or remove barriers which may impede the disabled. The City has requested funds to construct such improvements on SR-B10 in the City, hereinafter referred to as the Project.

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

NO. 19024
FILED WITH SECRETARY OF STATE
Date Filed 10/05/94
Richard Mahoney
Secretary of State
By Vicky Greenwald

II. SCOPE OF WORK

1. The State will:

a. Provide the City with State standard Project design plans. Review standard design exceptions and provide comments as appropriate.

b. Within thirty (30) days after receipt and approval of an invoice, advance the City $34,000.00, or reimburse the City for the reasonable direct actual cost of the Project, in a total amount not to exceed $34,000.00.

2. The City will:

a. Provide the State with standard design exceptions for review and comment. Incorporate State review comments. Be responsible for design and construction of the Project.

b. Construct the Project with its own forces, or, call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation. Insure required State construction permits are obtained, and as applicable, comply with State procurement laws. Notify the State upon completion.

c. Upon completion, approve and accept the Project as complete and provide maintenance.

d. Invoice the State for the reasonable direct actual cost of the Project, or in an amount not to exceed $34,000.00.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Department of Transportation in the Project is to convey funds for the use and benefit of the City by reason of state and federal 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 City of any of the provisions of this agreement.

3. Should the Project not be completed or be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended,a proportionate amount of the 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; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract or commencement of performance under this agreement, 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 in Arizona Revised Statutes Section 12-1518.

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

City of Benson
City Manager
Box 2223
Besnon, AZ 85602

10. 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 BENSON

By _____
DAVID DiPESO
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST

By _____
DELBERT SELF
City Clerk

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JPA 94-145

RESOLUTION

BE IT RESOLVED on this 23rd day of August 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 City of Benson for the purpose of defining responsibilities for the design, construction and maintenance of a curb ramps on SR-B10 in the City.

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

for: Gary K. Nelson

LARRY S. BONINE
Director

CERTIFICATION

I, the undersigned, being the duly-appointed City Clerk of the City of Benson, do hereby certify the foregoing to be a true and correct copy of Resolution No. 52-94, adopted by the Mayor and City Council at its regular meeting held on the 19th day of September, 1994, and authorizing an Intergovernmental Agreement with the State of Arizona Department of Transportation.

DATED this 20th day of September, 1994.

DELBERT SELF - City Clerk

RESOLUTION NO. 52-94

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDS TO THE CITY OF BENSON FOR IMPROVEMENTS TO STREETS AND SIDEWALKS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

WHEREAS, the City of Benson and the Arizona Department of Transportation wish to mutually enter into this Agreement in compliance with the Americans with Disabilities Act; and,

WHEREAS, the State of Arizona is empowered by A.R.S. Section 28-108 and the City of Benson is empowered by A.R.S. Section 48-572 to enter into this Agreement; and,

WHEREAS, to comply with the Americans with Disabilities Act of 1990, the State of Arizona will provide funds in the amount of $34,000.00 to the City of Benson to construct or contract improvements on sidewalks along State roadways which will provide improved handicapped access to pedestrians with disabilities or remove barriers which may impede all disabled persons,

NOW, THEREFORE BE IT RESOLVED that the Mayor of the City of Benson, Arizona, be authorized to execute this Intergovernmental Agreement with the Arizona Department of Transportation on behalf of the City of Benson, Arizona.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA, this 19th day of September, 1994.

DAVID DiPESO, Mayor

ATTEST:

DELBERT SELF - CITY CLERK

APPROVED AS TO FORM:

MARK E. BATTAGLIA - CITY ATTORNEY

JPA 94-145

APPROVAL OF THE BENSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF BENSON 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 16 day of September, 1994.

Mark E. Zaccaglini

City 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. KR94-2123-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 29th day of September, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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