AG Contract No. KR94 2261TRN
ECS File: JPA 94-153
Project: 999 SW 000 H 3082 02C
Section: Jerome, Clarkdale,
Cottonwood Historic Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CLARKDALE

THIS AGREEMENT is entered into 5 December, 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 and the TOWN OF CLARKDALE, 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. Pursuant to Arizona Revised Statutes Section 41-513 and 41-514, the Town Road (Main Street) from the Town limits (a distance of approximately 3 miles) is designated as "Jerome, Clarkdale, Cottonwood Historic Road."

4. This agreement is to set forth the parties' responsibilities relative to installation and maintenance of roadway signs identifying the Jerome, Clarkdale, Cottonwood Historic Road.

NO. 19211
FILED WITH SECRETARY OF STATE
Date Filed 12/05/94
Richard Mahoney
Secretary of State
By Vicky Greenwood

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

II. SCOPE OF WORK

1. The State will provide Historic Road signs for the Town road.

a. Historic Road designation signing will be limited to two route marker signs at approximately two-mile intervals visible from both directions.

b. The Town will install the Historic Road signs at locations approved by both the County and State.

c. The Town will bear all costs associated with installing the signs.

2. The Town will maintain the Historic Road signs as they are designed and approved by the State and will not make any changes, additions, or deletions without prior written approval by the State.

3. The Town will continue to maintain the roadway in a suitable manner in order to protect the historic and aesthetic integrity of the road; provided, however, that the Town may develop construction and maintenance procedures as it deems necessary to reasonable provide for the safety and service of the traveling public.

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 sixty (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 signing.

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. 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.

7. 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 Clarkdale
Town Manager
890 Main Street
Clarkdale, AZ 86324

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CLARKDALE

By Jerry Wiley
JERRY WILEY
Mayor

STATE OF ARIZONA
Department of Transportation

By Peter L. Eno
PETER L. ENO
Contract Administrator

ATTEST

By Gayle Mabery
GAYLE MABERY
Town Clerk

415
8sep

JPA 94-153

RESOLUTION

BE IT RESOLVED on this 8th day of September 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 Clarkdale for the purpose of defining responsibilities for the installation and maintenance of historic route (PHSRAC) signs in the Town.

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

Gary K. Robinson

for: LARRY S. BONINE
Director

RESOLUTION NO. 790

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA, ACCEPTING AGREEMENT NO. JPA 94-153 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION.

WHEREAS, the Town of Clarkdale is in favor of designating certain portions of Broadway Road, Main Street and 11th Street in Clarkdale as "Historic Roadway"; and

WHEREAS, the Arizona Department of Transportation has agreed with such designation,

THEREFORE BE IT RESOLVED, that the Town Council of the Town of Clarkdale accepts agreement number JPA 94-153, which designates the Jerome, Clarkdale, Cottonwood Historic Road and defines responsibilities of such designation.

PASSED AND ADOPTED this 8th day of November, 1994, by the Mayor and Common Council of the Town of Clarkdale, Arizona.

APPROVED:

Jerry Wiley

Jerry Wiley, Mayor

ATTEST:

Gayle Mabery

Gayle Mabery, Town Clerk

JPA 94-153

APPROVAL OF THE CLARKDALE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CLARKDALE 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 15th day of November, 1994.

Robert S Podwin

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. KR94-2261-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 November, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G