AG Contract No. KR95 0220TRN
ADOT ECS File: JPA 95-15
Tracs: 999 SW 000 H 3082 02C
Section: Winona Road, I-40
West to US-89, and
B-40 WCL to US-89

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY

THIS AGREEMENT is entered into 23 March, 1995 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 ARIZONA and COCONINO COUNTY, acting by and through its Board of Supervisors, (the "County").

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 County is empowered by Arizona Revised Statutes Section 11-251 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 County.

3. Pursuant to Arizona Revised Statutes Section 41-513 and 41-514, Winona Road (formerly US-66) from I-40 West to US-89 and B-40 Western Flagstaff city limit to I-40 in the County will be designated as "Historic Route 66."

4. This agreement is to set forth the parties responsibilities relative to installation and maintenance of roadway signs identifying Historic Route 66.

NO. 19592
FILED WITH SECRETARY OF STATE
Date Filed 03/23/95
Jane Dee Hull
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 County Road.

a. Historic Road designation signing will be limited to one entrance sign at each end of the designated route.

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

c. The County shall bear all costs associated with installing the signs.

2. The County shall 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 of the State.

3. The County shall 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 County may develop construction and maintenance procedures as it deems necessary to reasonably 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 County, the State shall in no way be obligated to maintain said signs.

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
Phoenix, AZ 85007

Coconino County
County Manager
219 East Cherry
Flagstaff, AZ 86001

7. Attached hereto and incorporated herein by reference 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.

COCONINO COUNTY

By _____
TONY GABALDON, Chairman
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST

By _____
STEVE PERU
Clerk of the Board

JPA 95-15

RESOLUTION

BE IT RESOLVED on this 24th day of January 1995, 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 Coconino County for the purpose of defining responsibilities for the designation of Winona Road from I-40 west to US-89, and B-40 from west Flagstaff city limits to I-40 as Historic Route 66.

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

Robert P. Middleton for

for: LARRY S. BONINE
Director

REVIEWED BY: [illegible]

COCONINO COUNTY BOARD OF SUPERVISORS

AGENDA INFORMATION FORM

ORGANIZATION/AGENCY: COCONINO COUNTY

COUNTY DEPARTMENT: HIGHWAY DEPARTMENT

Account No.

Jim Stalnaker (Signature) — February 7, 1995 (Date)

Action Recommended By

BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION: Staff recommends that the Board of Supervisors approve and enter into the Intergovernmental Agreement between Coconino County and the Arizona Department of Transportation (ADOT) regarding Historic Road Designation for Historic Route 66.

MOTION: It is moved that the Coconino County Board of Supervisors... It is moved that the Board of Supervisors accept and enter into the Intergovernmental Agreement between Coconino County and the Arizona Department of Transportation regarding Historic Route 66.

CENTRAL FINANCE _____ Budgeted ✓ Contingency ___ Budget Amendment ___ Transfer ___ Grant or Other ___

$ ~~[illegible]~~ $100 MAXIMUM (Total Cost) — [illegible] (Fund) — [illegible] (Finance Director) — 2/10/95 (Date)

DEPARTMENT: Human Resources — DEPARTMENT: _____

[illegible] Patterson (Signature) — 2/10/95 (Date) — (Signature) — Date

LEGAL: Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Coconino County Board of Supervisors.

[illegible] — Deputy County Attorney — 2·10·95 (Date)

BOARD OF SUPERVISORS: Action Taken:

✓ Approved ___ Disapproved ___ Tabled ___ No Action

Continued to: _____

Set for Public Hearing: _____

APPROVED FOR AGENDA: 2-27-95 (Date)

___ Regular ✓ Consent ___ Info Only

RECOMMENDATION OF COUNTY MANAGER:

___ Approve ___ Disapprove ___ Continue

Comments: _____

[illegible] — Clerk of the Board — 2-27-95 (Date) — [illegible] for [illegible] — County Manager — 2/13/95 (Date)

JPA 95-15

APPROVAL OF THE COCONINO COUNTY ATTORNEY

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

DATED this 10th day of February, 1995.

County 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. KR95-0220-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 15th day of March, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/81