A. G. Contract No. KR95 0613TRN
ADOT ECS File: JPA 95-53
Project: HX033 01C
Section: SR-89 @ Willow Lake Road

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

THIS AGREEMENT is entered into 25 July, 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 (the "State") and the CITY OF PRESCOTT, 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. The State and the City desire to construct, operate and maintain a new traffic signal light warranted on State Route 89 at the intersection of Willow Lake Road, at an estimated cost of $80,000.00, 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. 19925
FILED WITH SECRETARY OF STATE
Date Filed 07/25/95
Jane Dee Hull
Secretary of State
By Vicky Greenwood

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate State review 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 the cost of any associated intersection improvements aside from the signal, and for fifty percent (50%) of the costs associated with the Project. Be responsible for any contractor claims for extra compensation attributable to the City.

c. When the Project is complete and functional, invoice the State for fifty percent (50%) of the cost of the Project, in an amount estimated at $40,000.00, and provide electrical energy.

2. The State will:

a. Review the design documents, provide comments as appropriate, and approve the final plans. Be responsible for any contractor claims for extra compensation attributable to the State.

b. Reimburse the City for fifty percent (50%) of the cost of the Project, in an amount estimated at $40,000.00, within 30 days after receipt and approval of an invoice.

c. Upon completion and acceptance by the City, provide traffic signal 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

City of Prescott
City Manager
PO Box 2059
Prescott, AZ 86302

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.

CITY OF PRESCOTT

By _____
DAITON RUTKOWSKI
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
CHARLES K. EATON
State Traffic Engineer

ATTEST

By _____
MARIE WATSON
City Clerk

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20mar

JPA 95-53

RESOLUTION

BE IT RESOLVED on this 20th day of March 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 the City of Prescott for the purpose of defining responsibilities for the design and construction of a new traffic signal warranted on State Route 89 at the intersection of Willow Lake Road.

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. 2767

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR A TRAFFIC SIGNAL ON SR 89 AT THE INTERSECTION OF WILLOW LAKE ROAD, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS the Arizona Department of Transportation assists in the construction of traffic signals on state roadways within municipalities; and

WHEREAS a portion of State Route 89 is located within the corporate limits of the City of Prescott; and

WHEREAS the parties have deemed it to be in the public interests for a traffic signal to be placed on State Route 89 at the intersection of Willow Lake Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with the Arizona Department of Transportation for the construction of a traffic signal on SR 89 at the intersection of Willow Lake Road, attached hereto as Exhibit "A".

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 11 day of APRIL, 1995.

DAITON RUTKOWSKI, Mayor

ATTEST:

Marie L. Watson

MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:

JOHN R. MOFFITT
City Attorney

CITY OF PRESCOTT

LEGAL DEPARTMENT

201 South Cortez
Post Office Box 2059
Prescott, Arizona 86302-2059

Tele: (520) 776-6274
Tdd : (520) 778-5680
Fax : (520) 776-6255

John R. Moffitt
Ralph M. Hess
Glenn A. Savona
R. Keith Carson

March 30, 1995

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

JOHN R MOFFITT
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. KR95-0613-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 17th day of July, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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