AG Contract No. KR95 2113TRN
ADOT ECS File No. JPA 95-168
Project: HX039 01C
Section: SR-87 @ Forest Drive

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

THIS AGREEMENT is entered into 10 May, 1996, 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 PAYSON, 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 construct, operate and maintain a new traffic signal light warranted on SR-87 at the intersection of Forest Drive, at an estimated cost of $120,000.00, 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. 20687
FILED WITH SECRETARY OF STATE
Date Filed 05/10/96
Jane Dee Hull
Secretary of State
By Vicky Greenwald

II. SCOPE OF WORK

1. The State will:

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

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 fifty percent (50%) of the cost of the Project, in an amount estimated at $60,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the Town for fifty percent (50%) of the cost of the Project, in an amount estimated at $60,000.00.

d. Upon completion and acceptance of the Project, provide traffic signal maintenance.

2. The Town will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the Town.

b. Provide the State a temporary construction easement for the construction of a raised concrete median island on the west leg of Forest Drive..

c. Advance the State fifty percent (50%) of the cost of the Project, in an amount estimated at $60,000.00, within 30 days after receipt of an invoice.

d. Upon completion and acceptance of the Project by the State, provide traffic electrical energy to operate the signal, and be responsible for the maintenance of that portion of the median island on City right-of-way..

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; 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 Payson
Town Manager
303 N. Beeline Highway
Payson, AZ 85541

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 PAYSON

By _____
CLIFF POTTS
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
CHARLES K. EATON
State Traffic Engineer

ATTEST

By _____
LINDA J. FOSTER
Town Clerk

611
7sep

JPA 95-168

RESOLUTION

BE IT RESOLVED on this 7th day of September 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 Town of Payson for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on SR-87 at the intersection of Forest Drive.

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

for LARRY S. BONINE
Director

RESOLUTION 1109
TOWN OF PAYSON, ARIZONA

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL AUTHORIZING AN AGREEMENT WITH THE STATE FOR A TRAFFIC SIGNAL LIGHT AT THE INTERSECTION OF SR 87 AND FOREST DRIVE

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON AS FOLLOWS:

Section 1. The Mayor and Town Clerk are hereby authorized to sign an Intergovernmental Agreement with the State of Arizona, a copy of which is attached and made a part of this resolution by reference.

Section 2. The Town Manager and Town Attorney are authorized to take such other and further measures and actions as are necessary or appropriate to carrying out the terms, provisions and intent of said Agreement.

ADOPTED this 11th day of April 1996 by the following vote:

Ayes 5 Noes 0 Abstentions 0 Absent 1

Clifford E. Potts, Mayor

ATTEST:

Linda J. Foster, Town Clerk

APPROVED AS TO FORM:

Samuel Streichman, Town Attorney

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APPROVAL OF THE PAYSON TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PAYSON 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 12th day of April, 1996.

Town Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-2113-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 2nd day of May, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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