A. G. Contract No. KR95-2362TRN
ECS File No.: JPA 95-186
Project: H3670 20C
Section: SR-10B, SR-186

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

THIS AGREEMENT is entered into 19 JULY, 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 CITY OF WILLCOX, 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-10b and SR-186 in the City, hereinafter referred to as the Project.

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

NO. 20871
FILED WITH SECRETARY OF STATE
Date Filed 07/19/96
Jane Hee Hull
Secretary of State
By Vicky Graenewold

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 $75,000.00, or reimburse the City for the reasonable direct actual cost of the Project, in a total amount not to exceed $75,000.00.

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. 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 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 $75,000.00.

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 Willcox
City Manager
151 West Maley
Willcox, AZ 85643

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 WILLCOX

By _____
~~SANDRA OUSLEY~~ Marlin Easthouse
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST

By _____
~~CHRISTINA G. WHELAN~~ Larry Rains
~~City Clerk~~ City Manager

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JPA 95-186

RESOLUTION

BE IT RESOLVED on this 6th day of October 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 Willcox for the purpose of defining responsibilities to convey state funds to the City to design and construct intersection curb ramps on SR-B10, SR-186 and US-191 in the City.

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

for LARRY S. BONINE
Director

RESOLUTION NO. 96-13

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution done so; and

WHEREAS, The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and will do so by passing this resolution; and

WHEREAS, To comply with the Americans with Disabilities Act of 1990, the State provides the funds to local government 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; and

WHEREAS, The City has requested funds to construct such improvements on State Route 10B and State Route 186 in the City.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL of the City of Willcox, Cochise County, Arizona that the City enter into an agreement with the Arizona Department of Transportation for the purpose of defining responsibilities to convey state funds to the City to design and construct intersection curb ramps on State Route B10 and State Route 186.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Willcox , Cochise County, Arizona this 25 day of June ,1996.

Marlin Easthouse, Mayor

ATTEST:

~~Cristina G. Whelan, City Clerk~~
Larry D. Zains, City Manager

APPROVED AS TO FORM:

James E. Holland, City Attorney

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APPROVAL OF THE WILLCOX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF WILLCOX 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 29 day of June, 1995.

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-2362-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 5th day of July, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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