AG Contract No. KR97 0266TRN
ADOT ECS File: JPA 97-15
Project: H4257 01C
Section: B-8, Avenue 3E - Avenue 7E
Replace Irrigation Siphons

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YUMA MESA IRRIGATION AND DRAINAGE DISTRICT

THIS AGREEMENT is entered into 22 December, 1997, 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 YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, acting by and through its BOARD OF DIRECTORS (the "District").

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 District is empowered to enter into this agreement and has by resolution, dated 2-14, 1997, 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 District.

3. Incident to a future roadway widening and improvement project on state route B-8 from Avenue 3E to Avenue 7E contemplated by the State, it is necessary to replace the agricultural irrigation siphons (B-0.6, B-2.5, B-3.0) lying under and across the roadway, which are owned and maintained by the District, at a cost currently estimated at $156,900.00 for design and construction, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:
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NO. 22115
Filed with the Secretary of State
Date Filed: 12/22/97
Betsey Bayless
Secretary of State
By: Vicky Gruesewold

II. SCOPE

1. The District will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate State review comments as appropriate. Invoice the State for the reasonable direct actual cost of design including the direct cost of District personnel and any other consultant or legal costs, with no District overhead, profit or fee.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the State on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation attributable to the District.

c. After bid opening, but prior to construction contract award, invoice the State for the cost of construction of the Project, plus the District's cost of administration and construction engineering.

d. The District is not obligated to any designated time schedule for the project unless agreed to in writing by both parties. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the replacement siphons. Prior to performing maintenance, obtain the necessary State permit and strictly comply with the safety requirements therein, including the State's "Manual of Uniform Traffic Control Devices" during maintenance.

2. The State will:

a. Review the design documents and certify to the District that the improvement described herein complies with all applicable highway safety standards and provide comments. Pay the District for the reasonable direct actual cost of design including the direct cost of District personnel and any other consultant or legal costs within 30 days after receipt and approval of an invoice.

b. Issue the District any required State permits for the construction of the Project. Review the work during construction and be responsible for any contractor claims for extra compensation attributable to the State.

c. Pay the District for the reasonable cost of the Project plus the District's cost of administration and construction engineering within thirty (30) days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction and payments, provided, however, that this agreement may be cancelled at any time prior to the award of a construction contract, upon 30 days written notice to the other party. All reasonable direct actual costs of design incurred at the time of cancellation shall be invoiced to and paid by the State.

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 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the District and audit by the State 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 in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement, except as otherwise specified herein, 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
(602) 255-8369 FAX (602) 255-7424

Yuma Mesa Irrigation and Drainage District
Executive Secretary
14329 S. 4th Avenue Ext.
Yuma, AZ 85365
(520) 726-4353 FAX (520) 726-9618

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.

YUMA MESA IRRIGATION AND DRAINAGE DISTRICT

By _____
JAMES B. RHODES
Executive Secretary

STATE OF ARIZONA
Department of Transportation

By _____
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST:

By _____
ELDON PAULSEN
Chairman

97-15 doc
4feb

JPA 97-07

RESOLUTION

BE IT RESOLVED on this 17th day of January 1997, 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 Intermodal Transportation Division, to enter into an agreement with the Yuma Mesa Irrigation and Drainage District for the purpose of defining responsibilities for the design and construction of agricultural siphon extension improvements to accomodate the future widening of B-8, Avenue 3E to Avenue 7E.

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

Dalli D. Layton

for LARRY S. BONINE
Director

YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
14329 S. 4TH AVE EXT
YUMA, AZ 85365

FEBRUARY 14, 1997

RESOLUTION

BE IT RESOLVED by the Board of Directors of the Yuma Mesa Irrigation and Drainage District that the following INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION and YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, attached hereto be and the same is hereby approved.

AG CONTRACT NO. KR97 0266TRN
ADOT ECS FILE: JPA 97-15
PROJECT: H4257 01C
SECTION: B-8, AVENUE 3E - AVENUE 7E
REPLACE IRRIGATION SIPHONS

BE IT FURTHER RESOLVED the Executive Secretary/Manager James B. Rhodes is hereby authorized and directed to execute the contract and such permits as are required to effect said contract for and on behalf of the District.

CERTIFICATION

I, JAMES B. RHODES, the duly appointed Executive Secretary and Manager of the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, do hereby certify that the foregoing Intergovernmental Agreement was duly adopted by the Board of Directors of said District on February 14, 1997, at the Bill Paying Meeting duly called and posted by the Board of Directors. Those Directors being present: Chairman Paulsen, Directors Randolph Fram and James Weddle.

JAMES B. RHODES
Executive Secretary/Manager

EXHIBIT B
BILL PAYING MEETING
FEBRUARY 14, 1997

JPA 97-15

APPROVAL OF

THE YUMA MESA IRRIGATION AND DRAINAGE DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

DATED this 6th day of May, 1997.

Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR97-0266TRN, 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.

DATE December 15, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/9406

Enc.