AG Contract No. KR97 1340TRN
ADOT ECS File No. JPA 97-101
Project: TEA-WLX-0(1)P/SL361 03D
Section: Railroad Depot Relocation

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

THIS AGREEMENT is entered into 29 July, 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 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 and 28-112 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. Congress has authorized appropriations for, but not limited to, transportation enhancements including roadside attractions of historic preservation.

4. Such project within the boundary of the City has been selected by the City; the survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. 21755
FILED WITH SECRETARY OF STATE
Date Filed 07/29/97
Jane Dee Hull
Secretary of State
By Vicky Greenwood

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the design of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.

7. The work embraced in this agreement, to be administered by the City, and the estimated costs are as follows: Design of Railroad Depot Relocation, Reconstruction and Rehabilitation of Historic Structure.

Estimated Project Cost	$ 18,000.00
Federal Aid Funds @ 94.3%	$ 16,974.00
City Funds @ 5.7%	$ 1,026.00

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

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for design by FHWA and the funds are available for construction of the project, the City with the aid and consent of the State and the FHWA will proceed to design the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the US Secretary of the Interior's "Standards for the Treatment of Historic Properties", and other applicable standards and guidelines. The State will enter into a Project Agreement with FHWA covering the work embraced in said design contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to incur any expenditure in excess.

2. Prior to the commencement of design, the City shall set aside sufficient funds in the amount determined to be necessary to match federal funds in the ratio required.

3. Upon completion of design and construction, the City shall provide for, at its own cost and as an annual item in its budget, appropriate and proper maintenance of the structure.

a. In the event that the property is sold prior to the end of twenty (20) years from the date of this agreement, the City shall at that time record a covenant with the property deed which passes these requirements to the new owner, in order to ensure that the property is protected from historically unsympathetic changes. The City shall take appropriate measures to protect the property against willful damage and vandalism.

b. In the event the property is sold without a protective covenant recorded with the property deed, the City will reimburse the FHWA a pro-rata amount for each year, or fraction of a year, remaining in the twenty (20) year period.

4. The City shall allow public access to the structure and grounds during normal business hours, including, but not limited to, tours and announced public meetings.

5. The City will provide personnel to supervise design.

6. The City will complete the project in accordance with the requirements of the relevant State and federal statutes, rules, or regulations. In the event the City fails to comply with any relevant State or federal statutes, rules, or regulations, the City shall hold the State harmless from any claims or costs incurred by the State as a result of the City's failure to comply.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design and engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. 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.

8. 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:

Department of Transportation	City of Willcox
Joint Project Administration	City Manager
205 S. 17th Avenue - 616E	151 W. Maley
Phoenix, AZ 85007	Willcox, AZ 85643

9. 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~~
Mayor
MARLIN S. EASTHOUSE

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST:

By _____
CRISTINA G. WHELAN
City Clerk

97-101.doc
19jun

JPA 97-101

RESOLUTION

BE IT RESOLVED on this 19th day of June 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 City of Willcox for the purpose of defining responsibilities for the design of improvements to the Railroad Depot.

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

for LARRY S. BONINE
Director

RESOLUTION NO. 97-13

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL DESIGN WORK FOR THE WILLCOX SOUTHERN PACIFIC RAILROAD DEPOT RELOCATION AND REHABILITATION PROJECT

WHEREAS, the City of Willcox has received Federal Highway Administration funding to for the design, relocation, reconstruction and rehabilitation of the Historic Southern Pacific Railroad Depot; and

WHEREAS, the City of Willcox has relocated the structure utilizing donations, as well as Arizona Historic Preservation funding; and

WHEREAS, additional design work by a certified architect is required to receive the remaining allocated funding from the Federal Highway Administration, as well as to properly proceed with the project; and

WHEREAS, this Intergovernmental Agreement allocates $18,000 from the Federal Highway Administration funding for the required design work.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Willcox, Cochise County, Arizona approving the authorization of the Intergovernmental Agreement with the Arizona Department of Transportation for additional design work for the Willcox Southern Pacific Railroad Depot Project.

PASSED AND ADOPTED, by the Mayor and City Council of the City of Willcox, Cochise County, Arizona on this 8 day of JUNE, 1997.

Mayor Marlin S. Easthouse

ATTEST:

Cristina G. Whelan, City Clerk

APPROVED AS TO FORM:

James E. Holland, City Attorney

ATE OF ARIZONA
UNTY OF COCHISE } ss.
Y OF WILLCOX

I certify that the foregoing instrument is a full, e and correct copy of the original on file in this ice.

ested Feb 9, 19 97

ned Cristina G. Whelan

e City Clerk

RESOLUTION NO. 97-13

JPA 97-101

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 _____ day of _____, 1997.

_____
City 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. KR97-1340TRN, 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 July 18, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ct/6534