AG Contract No. KR98 0739TRN
ADOT ECS File No. JPA 98-53
Project: M 951-6-508
TRACS: 40B CN 198 H 4336 01 C
Section: S.R.40B @ Fourth Street

NO. 22431
Filed with the Secretary of State
Date Filed: 06/23/98
Betsey Bayless
Secretary of State
By Vicky Greenwald

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 23 June, 1998 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 Flagstaff, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made 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. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on S.R.40B, at a total estimated cost of $ 8183.90 , all at City expense, at the following location.

From S.R.40B centerline roadway station 2388+66.70 to centerline roadway station 2392+20.00 at Fourth Street and Fourth Street centerline roadway station 1+56.68 to centerline roadway station 4+31.08 a total net distance of approximately 0.1 miles.

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

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State.

3. The City shall be responsible for design and construction costs in the final estimated amount of $ 8183.90.

4. The City will issue a Temporary Construction Easement (TCE) to provide access to complete the work. The TCE is two feet wide and is located along Fourth Street from Station 2+47.00 to Station 3+10.00 a total net distance of sixty three feet.

6. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

7. After construction the City will maintain the landscaping, irrigation system, and sidewalks within the project limits.

8. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

9. The City hereby agrees to maintain the sidewalk and the landscaping in areas within the project limits. Sidewalk maintenance shall consist of maintaining the sidewalk and associated elements in good repair, free of weeds trash and silt. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter,

applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

0II. MISCELLANEOUS PROVISIONS

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

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

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 hereby 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 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Flagstaff
City Manager
211 West Aspen Avenue
Flagstaff, AZ. 86001-5399

8 Attached hereto is the written determination of each party's legal counsel 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 FLAGSTAFF

By _____
CHRISTOPHER L. BAVASI
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST

By _____
CAROLYN JAGGER
City Clerk

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RESOLUTION

BE IT RESOLVED on this 6th day of April 1998, that I, the undersigned MARY E. PETERS, 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 Flagstaff for the purpose of defining responsibilities for the design, construction and maintenance of landacaping, sidewalk and other related improvements on I-40B at the intersection of 4th Street.

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

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 2258

A RESOLUTION ACKNOWLEDGING AND RATIFYING AN INTERGOVERNMENTAL AGREEMENT FOR LANDSCAPE CONSTRUCTION AND MAINTENANCE BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF.

WHEREAS, the Arizona Department of Transportation (ADOT) plans to design and construct highway improvements within its right-of-way along East Route 66 at 4th Street; and

WHEREAS, the City of Flagstaff wishes to provide amenity landscaping in certain areas within the project boundaries; and

WHEREAS, the City of Flagstaff will be required to provide maintenance for said landscaping; and

WHEREAS, the project understanding requires the City to be responsible for landscaping design and construction cost in the final estimated amount of $8,183.90; and

WHEREAS, the landscaping and construction cost is budgeted this year in Beautification Account 051-74-01-631; and

WHEREAS, the City will issue a Temporary Construction Easement (TCE) to provide access to completed the work;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF:

SECTION 1. The City of Flagstaff hereby approves and ratifies the Intergovernmental Agreement between the City of Flagstaff and the Arizona Department of Transportation, attached hereto and which is made a part hereof by reference.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff this 2nd day of June, 1998.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JPA 98-53

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF FLAGSTAFF 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 12th day of June, 1998.

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. KR98-0739TRN, 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 June 17, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/13112

Enc.