AG Contract No. KR98 2000TRN
ADOT ECS File No. JPA 98-154
Tracs No. H5148 01D
Project: Exhibit for EXPO 2000, "A Century of Transportation in Arizona"

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA HISTORICAL SOCIETY

THIS AGREEMENT is entered into 17 SEPTEMBER, 1998, between agencies of the State of Arizona, to wit; the DEPARTMENT OF TRANSPORTATION (the "ADOT") and the ARIZONA HISTORICAL SOCIETY, acting by and through its Board of Directors, (the "AHS").

I. RECITALS

1. The ADOT 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 a part hereof, resolved to enter into this agreement and have delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The AHS is empowered by Arizona Revised Statutes Section 41-821 and 41-823 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the AHS.

3. The Transportation Efficiency Act of 1998 (TEA 21), includes provisions for the Enhancement Fund which establishes a program providing State administered funds to be used for the development of transportation related enhancement projects. The project has been allocated TEA21 funds in the amount of $189,600.00, with a $11,400.00 State match for the design and fabrication of an Exhibit for EXPO 2000, portraying "The Century of Transportation Progress in Arizona".

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

II. SCOPE

1. The AHS will:

a. Coordinate with ADOT the design and fabrication of the Exhibit, provide master text, graphics, artwork, color layout and design work required for development and fabrication of the Exhibit depicting The Century of Transportation Progress in Arizona.

b. Utilize vendors available to each agency to expedite the design and fabrication of the exhibit.

c. Provide housing and display space at the AHS Museum at Papago Park in Tempe, Arizona.

d. List on all correspondence the AHS contract number or project numbers, the FHWA federal aid number and the ADOT TRACS number.

e. Invoice the ADOT, in the form of Exhibit A hereto, for the cost of the completed work on a monthly basis in a total amount not to exceed $200,000.

2. The ADOT will:

a. Pay the AHS within 30 days after receipt and approval of an invoice, in a total amount not to exceed $200,000.00

b. Coordinate with AHS any portion of the work that ADOT can accomplish and pay for with its vendors and have that amount subtracted from the $200,000.00 budgeted for the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said work and payments; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

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

5. Applicable laws of the State shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State government, and acceptable to the State government. Such process will include a provision for arbitration.

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

Arizona Historical Society
Executive Director
949 E. Second Street
Tucson AZ 85719

8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is 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.

STATE OF ARIZONA

Arizona Historical Society	Department of Transportation
By Felipe C. Jacome	By Peter L. Eno
FELIPE C. JACOME Executive Director	PETER L. ENO Contract Administrator

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RESOLUTION

BE IT RESOLVED on this 8th day of September 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 Arizona Historical Society for the purpose of defining responsibilities for developing and exhibit for EXPO 2000.

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