AG Contract No KR98-2807-TRN
ADOT ECS File No JPA 98-215
Section: Price Freeway, Baseline to Guadalupe
TRACS No : H2241 01C
Project No : RAM 600-1-545
City of TEmpe Contract C99-62

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

THIS AGREEMENT is entered into 21 July, 1999, 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 TEMPE, 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 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. Incident to the State's ongoing construction of the Price Freeway, the City requests additional improvements to the necessary replacement of approximately 42 light poles and street lighting along the southbound frontage road from Baseline Road to the Western Canal (1/2 mile south of Guadalupe Road), hereinafter referred to as the "Project" The City's total participating cost is $314 88 per new light pole for above referenced segment of roadway, a total of $13,224.00.

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

NO. 23398
Filed with the Secretary of State
Date Filed: 07/21/99
Betsey Bayless
Secretary of State
By Vicky D. Greenwood

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City in the amount of $13,224.96, for the City's total participation in the Project.

b. Provide design plans, specifications, and such other documents and services required for construction and construction bidding of the Project. Incorporate City's review comments as appropriate.

c. Call for bids and with the State's concurrence, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

2. The City will:

a. Upon execution of this agreement, within 30 days after receipt of an invoice, remit to the State, $13,224.96, for the City's total participation in the Project.

b. Provide City's review comments as appropriate. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. Upon completion and acceptance of the Project by the State, provide maintenance to the Project outside the State's control of access.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the 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 Project construction contract, upon thirty (30) days written notice to the other party.

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.

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 hereto 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 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tempe
City Manager
PO Box 5002
Tempe, AZ 85280-5002

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.

CITY OF TEMPE

By _____
NEIL G. GIULIANO
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
VICTOR M. MENDEZ, P.E.
Deputy State Engineer

ATTEST

By _____
RANDY GROSS
City Clerk

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RESOLUTION

BE IT RESOLVED on this 21st day of December 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 Tempe, for the purpose of defining responsibilities for the design, construction and maintenance of improvements t street lighting and light poles along the southbound Price Freeway frontage road from Baseline Road to the Western Canal (1/2 mile south of Guadalupe Road).

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

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

JPA 98-215

APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE 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. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 24th day of March, 1999.

C. Brad Woodford

City Attorney

RESOLUTION NO. 99.18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION.

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WHEREAS, it is to the mutual BENEFIT of the State of Arizona, Department of Transportation and the City of Tempe to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain light poles and street light improvements along the southbound frontage road of 101L (Price Freeway) from Baseline Road to the Western Canal, and

WHEREAS, the Arizona Department of Transportation has prepared an agreement setting forth the responsibilities for construction and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Mayor of the City of Tempe is hereby authorized to execute an agreement with the State of Arizona, Department of Transportation setting forth the provisions and responsibilities for the construction and maintenance of certain light poles and street light improvements along the southbound frontage road of the Price Freeway, from Baseline Road to the Western Canal.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA this 18th day of March, 1999.

Neil G. Giuliano
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

C. Brad Woodford
City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-2807TRN, 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 15, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/78052

Enc.