AG Contract No. KR99 1291TRN
ADOT ECS File No. JPA 99-91
Project: H5398 01X
Section: 5th Street, F Ave. - A Ave.

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

THIS AGREEMENT is entered into 25 JANUARY, ~~1999,~~ 2000 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 DOUGLAS, 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, 9-240 and 11-952 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. The City has requested, and the State has approved, "Border Area Transportation" (BAT) funds in the amount of $16,000.00 for the City to construct roadway improvements to 5th Street from F Avenue to A Avenue in the City.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:
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NO. 23812
Filed with the Secretary of State
Date Filed: 01/25/2000
Betsey Bayless
Secretary of State
By Vicky D. Greenwood

II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents and services required for the construction of the improvements.

b. Construct the improvements with City forces. Be responsible for all costs over and above the State contribution of $16,000.00 BAT funds. Comply with all applicable City and State procurement laws, rules and regulations.

c Invoice the State in the amount of $16,000.00 as the amount of the BAT grant.

d. Upon completion, approve and accept the improvements and provide maintenance.

2. The State will:

Within 30 days after receipt and approval of an invoice, pay the City $16,000.00 as the amount of the BAT grant.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvementsand payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, 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. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed 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, nonperformance or negligent performance 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.

7. 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 Douglas
City Manager
425 10th Street
Douglas, AZ 85607

8. 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 DOUGLAS

By _____
RAY BORANE
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
~~DALE BUCKIRK~~ Director
Transportation Planning

ATTEST

By _____
LETICIA G. RODRIGUEZ
City Clerk

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RESOLUTION

BE IT RESOLVED on this 6th day of July 1999, 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 Douglas for the purpose of defining responsibilities for conveying BAT funds to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

THE CITY OF DOUGLAS

425 TENTH STREET, DOUGLAS, ARIZONA 85607

TELEPHONE (520) 364-1586
FAX (520) 364-7507

Leticia G. Rodriguez, C.P.M.
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of Douglas, Arizona, held on the 23rd day of *June*, 1999. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of December, 1999.

-SEAL-

Leticia G. Rodriguez
City Clerk

Motion was made by Councilman Harry Ames, **seconded** by Councilman Quinonez to approve the Intergovernmental Agreement between the City of Douglas and the State of Arizona for reimbursement of costs associated with the State Route 80 and authorize the Mayor to sign the agreement.

Councilman Jordan inquired if he still had a conflict of interest, since the reimbursement included the purchase of properties needed for the realignment. City Attorney advised it still would be a conflict and Mayor Borane stated he also, had a conflict and therefore turned the meeting over to Mayor Pro-tem Quinonez.

Roll Call: All members of the Council voted yes, except Mayor Borane and Councilmember Ramon Jordan who declared a conflict of interest. **MOTION PASSED** to approve the IGA and at that time, Mayor Pro-tem Quinonez turned the meeting back to Mayor Borane.

10. **DISCUSSION/DECISION ON APPROVAL TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF DOUGLAS – 1ST STREET AND CUSTOMS AVENUE TO F AVENUE AND 5TH STREET, F AVENUE TO A AVENUE (ADOT JPA 99-90 & 99-91)**

Motion by Councilman Quinonez, **second** by Councilman Ames to enter into an IGA with the State of Arizona for improvements to 1st Street and Customs Avenue to F Avenue and 5th Street F Avenue to A Avenue.

Roll Call: All members voted in favor. **MOTION PASSED.**

11. **DISCUSSION/DECISION ON APPROVAL TO AWARD THE CONTRACT TO SUN VALLEY FORD FOR THE YEAR 2000 FULL SIZE LAW ENFORCEMENT VEHICLES.**

City Manager Ortega, explained that the City of Douglas requested authorization to purchase 10 vehicles and that a contract was signed for 4 vehicles and that as money became available through RICO or other funds the others would be purchased.

Mayor Borane inquired how much was made in the auction and Mr. Ortega responded that approximately $17,000 which was slightly under-estimated.

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APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF DOUGLAS 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 25th day of July, 1999.

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

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

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JANET NAPOLITANO
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR99-1291TRN, 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 January 18, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/606678

Enc.