A. G. Contract No. KR99 2284TRN
ADOT ECS File No.: JPA 99-127
Project: STP-366(37)/H2741 02C
Section: SR-89A, Dry Creek - Sedona

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 17 NOVEMBER, 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 YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

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 County is empowered by Arizona Revised Statutes Section 11-251 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 County.

3. Incident to a roadway reconstruction project on SR-89A from Dry Creek to Sedona contemplated by the State, to include a connection from the (new) SR-89A to Red Moon Drive (Sta 774), a frontage road (using existing SR-89A along the North side of the (new) SR-89A roadway from Red Moon Drive East to the turnout for the Rojo Grande Ranch (Sta 774 to 793), and a new connection from the (new) SR-89A roadway to Lower Red Rock Loop Road (Sta 830), at an estimated cost of $14,000,000.00, all at State expense, the State and the County have agreed that upon completion of the project the frontage road (existing SR-89A) will be abandoned to the County, as shown on the map marked Exhibit A, which is attached hereto and made a part hereof.

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

NO. 23675
Filed with the Secretary of State
Date Filed: 11/17/99
Betsey Bayless
Secretary of State
By Vicky V. Graenewold

II. SCOPE OF WORK

1. The State will will:

a. Provide to State standards design studies, plans, specifications and such other documents and services required for construction bidding and construction of the Project. Acquire any additional required right-of-way for the Project and all necessary permits, clearances or approvals from any other impacted agencies. Incorporate or promptly resolve County review comments.

b. Call for bids and award one or more construction contract(s) for the project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the project and for any contractor claims for extra compensation due to delays or whatever reason.

c. Upon completion, approve and accept the Project as complete and, by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for the old section of SR-89A (the new frontage road) (using existing SR-89A along the North side of the (new) SR-89A roadway from Red Moon Drive East to the turnout for the Rojo Grande Ranch (Sta 774 to 793).

1. The County will:

a. Review the design documents and provide comments.

b. Upon completion of the Project and upon approval and by resolution of the Board of Supervisors, accept jurisdiction and maintenance responsibility for the old section of SR-89A (the new frontage road) (using existing SR-89A along the North side of the (new) SR-89A roadway from Red Moon Drive East to the turnout for the Rojo Grande Ranch (Sta 774 to 793).

c. Waive the four year advance notification requirements of Arizona Revised Statute 28-7209 (formerly 28-106).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and abandonment; 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 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

Yavapai County
County Administrator
1015 Fair Street
Prescott, AZ 86301

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.

YAVAPAI COUNTY, ARIZONA

By_____ ,Chairman
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By_____
WILLIAM J HIGGINS
Deputy State Engineer

ATTEST

By_____
BEVERLY STADDON
Clerk of the Board

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CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: October 18, 1999.

The entry in the said minutes:

SEE ATTACHED

Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me November 2, 1999.

My Commission Expires:

Notary Public

OFFICIAL SEAL
CAROLYN DICUS
Notary Public - State of Arizona
YAVAPAI COUNTY
My Comm. Expires Feb. 23, 2001

Post-it® Fax Note 7671	Date 11-2-99	# of pages ▶ 1
To Jack Hammitt	From Vicki Gray	
Co./Dept. ADOT	Co. BOS	
Phone #	Phone #	
Fax # (602) 255-7424	Fax #	

the counties, and that he believed that was one of the things that would be determined at the CSA meeting later in the week. There was general agreement that the County needed to be well represented at the CSA meeting.

ITEM NO. 5. Public Works Director Richard Straub.

1. Hearing: Consider approving a resolution to establish Creek Way, Lake Montezuma area as a County highway. **Resolution No. 1207 was approved by unanimous vote. Motion by Supervisor Brownlow, seconded by Supervisor Olsen. No comments from the public.**
2. Consider approval of Change Order #2 to Verde Valley School Road Reconstruction Phase III, Village of Oak Creek, Project #997575, with A. Miner Contract. Increase of $49,552.29. Half-cent sales tax project. **Approved by unanimous vote after Mr. Straub explained that the recent severe rains had made it apparent that more catch basins were needed. Motion by Supervisor Brownlow, second by Supervisor Olsen. Following very brief discussion regarding the unanimous vote requirement for half cent sales tax projects, there was general agreement that discussion of that requirement should be placed on the next available study session agenda. No comments from the public.**
3. Consider approval of Change Order #7 to Construction of Pioneer Parkway – Increase of $105,380.15 and Change Order #7 to Reconstruction of Willow Creek Road – Increase of $37,736.84, with Vastco, Inc. Half-cent sales tax project. **Approved by unanimous vote after Mr. Straub explained that the changes involved stabilization of medians, curbs, additional chip sealing, and delineators. Motion by Supervisor Olsen, second by Supervisor Brownlow. No comments from the public.**
4. Request for authorization for a contract with professional appraisal firms to perform appraisals as needed for the acquisition of right-of-way on Mingus Avenue Extension, Cottonwood area, in an amount not to exceed $30,000. Half-cent sales tax project. **Following brief discussion, during which Chairman Davis expressed concern about the cost of appraisals and Mr. Straub indicated that authorizing the contract now would help to prevent delays later if it is necessary to utilize eminent domain in order to acquire right-of-way, the Board voted unanimously to approve the request. Motion by Supervisor Olsen, second by Supervisor Brownlow. No comments from the public.**
5. Request for authorization for Public Works Department to expend an amount not to exceed $30,000 for the purchase of right-of-way needed on Reed Road, Chino Valley. Half-cent sales tax project. **Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Olsen. No comments from the public.**
6. Consider approval of addendum to ADOT agreement AG #91-1064, to add an additional traffic signal – SR 179 & Ridge Trail Drive at Aviendas de Piedras, SR 179. **Mr. Straub explained that this is in the Village of Oak Creek area and that a developer would be required to pay for the light, but that ADOT would contract with the County for the actual installation of the light. He said that while there would be no cost to the County to install the light, the County would be responsible for maintaining it in the future. Mr. Straub explained that the cost of maintaining traffic signals is paid from HURF funds and costs about about $4,000 to $5,000 per year for each signal. He suggested that the Board might want to consider addressing those maintenance costs with developers in the future. Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Olsen. No comments from the public.**
7. Consider approval of an intergovernmental agreement with the State of Arizona to accept a frontage road on the north side of the new State Route 89A, south of Sedona between Red Moon Drive, east to the turnout for Rojo Grande Ranch. **Mr. Straub explained that ADOT would build the frontage road, but the County would have to accept it for maintenance, and that it would reduce the amount of traffic coming directly onto the highway from new developments. He said the County had done this in other areas, such as Mayer, and that it results in greater safety for those using the highway. In response to a question from Chairman Davis, Mr. Straub said he had been working on this project with ADOT for the last couple of years. Approved by unanimous vote. Motion by Supervisor Olsen, second by Supervisor Brownlow. No comments from the public.**

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APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 22 day of October, 1999.

County Attorney

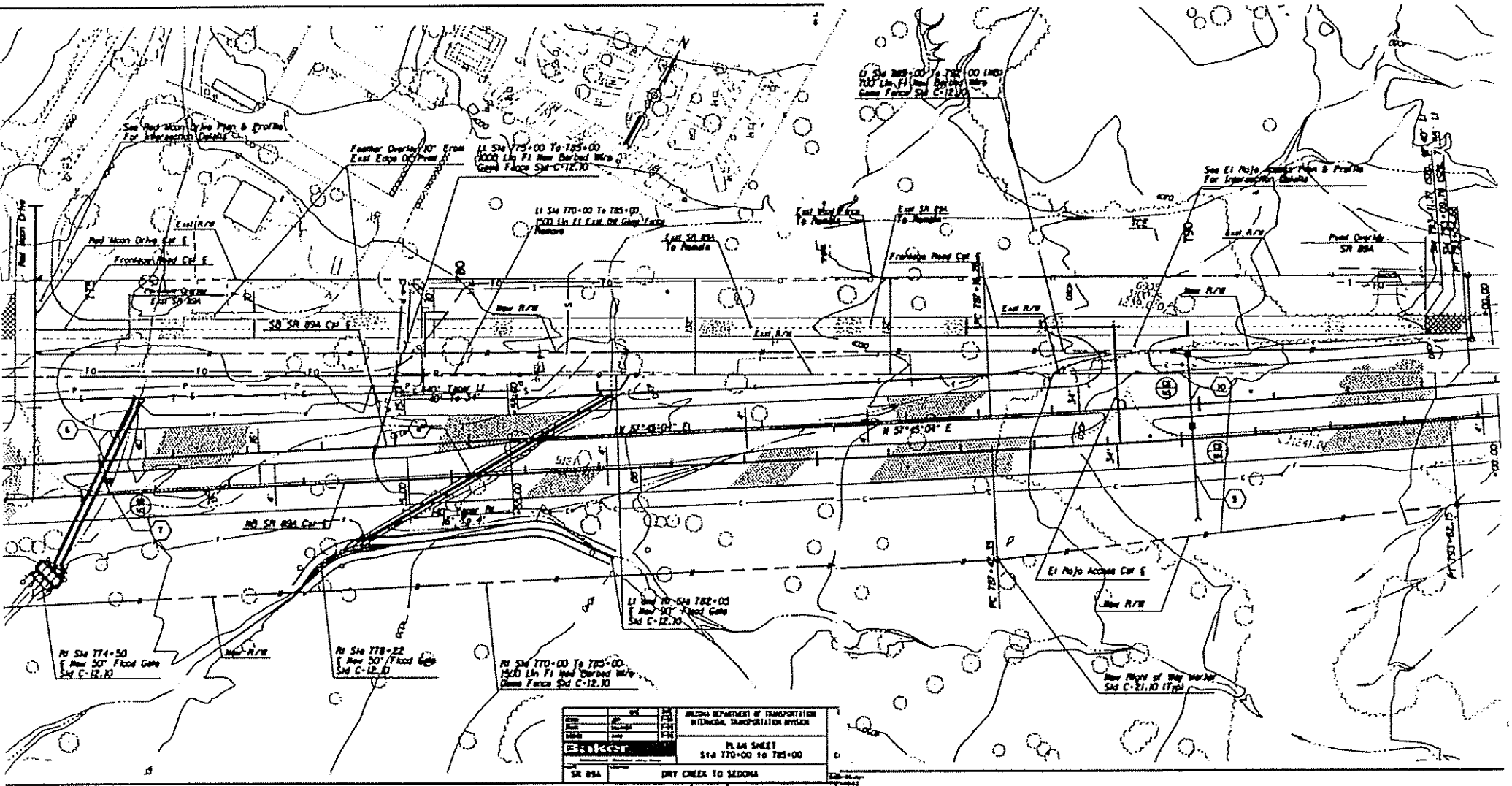
JPA 99-127

RESOLUTION

BE IT RESOLVED on this 19th day of August 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 Yavapai County for the purpose of defining responsibilities for the design and construction of improvements to SR-89A.

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



See Red Moon Drive Plan & Profile For Intersection Details
Feather Overlay 10' From Exist Edge Of Pvmt
Lt Sta 775+00 To 785+00 1000 Lin Ft New Barbed Wire Game Fence Std C-12.10
Lt Sta 770+00 To 785+00 1500 Lin Ft Exist Bit Game Fence Remove
Exist SR 89A To Remain
Red Moon Drive Cat ℄
Frontage Road Cat ℄
Exist R/W
New R/W
SB SR 89A Cat ℄
NB SR 89A Cat ℄
N 57°45'04" E
Lt Sta 782+05 ℄ New 90' Flood Gate Std C-12.10
Rt Sta 774+50 ℄ New 50' Flood Gate Std C-12.10
Rt Sta 778+22 ℄ New 50' Flood Gate Std C-12.10
Rt Sta 770+00 To 785+00 1500 Lin Ft New Barbed Wire Game Fence Std C-12.10
El Rojo Access Cat ℄
New Right of Way Marker Std C-21.10 (Typ)
See El Rojo Access Plan & Profile For Intersection Details
Pvmt Overlay SR 89A
ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
PLAN SHEET
Sta 770+00 to 785+00
SR 89A
DRY CREEK TO SEDONA
TRACS NO. H274 02 C
CONSTRUCTION DISPLAY ON

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR99-2284TRN, 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 November 5, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/96362

Enc.