AG Contract No. KR99 2542TRN
ADOT ECS File No. JPA 99-173
Section: City Wide
Traffic Signal Preemption Equipment

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

THIS AGREEMENT is entered into 10 February, ~~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 YUMA, 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 rt 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 State and the City desire to participate in the design, construction and maintenance of new traffic signal emergency vehicle preemption equipment at intersections of State routes and City streets in the City, at an estimated cost of $168,000.00, all at City expense, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

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

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NO 23830
Filed with the Secretary of State
Date Filed: 02/10/2000
Betsey Bayless
Secretary of State
By Vicky V. Graenewold

II. SCOPE

1. The City will:

a. Provide and install the emergency vehicle preemption equipment at City desired signal locations, all at City expense.

b. Provide the State maintenance personnel equipment manufacturer certified training in all applicable aspects of the installation, operation and maintenance of the preemption systems. Provide the State all required systems testing equipment, sufficient bench stock parts, and one signal emitter for testing the systems, all at no cost to the State.

c. Maintain a reasonable inventory of replacement parts necessary for repair of all of the equipment.

d. Upon completion, approve and accept the systems installation on behalf of the parties hereto.

2. The State will:

a. Inspect and approve the installation of the signal preemption equipment.

b. Upon completion and acceptance of the signal preemption installations by the City, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter, provide maintenance to the preemption systems.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until canceled by either party or other competent authority, 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 Yuma
Public works Director
155 W. 14th Street
Yuma, AZ 85364

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 YUMA

By _____
JOYCE WILSON
City Administrator

STATE OF ARIZONA
Department of Transportation

By _____
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By _____
BRIGITTA STANZ
City Clerk

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RESOLUTION

BE IT RESOLVED on this 28th day of October 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 Yuma for the purpose of defining responsibilities for the design, construction and maintenance of a traffic signal preemption equipment on State routes in the City.

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

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

RESOLUTION NO. R99-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL EMERGENCY VEHICLE PREEMPTION EQUIPMENT.

WHEREAS, the City Council has previously authorized the installation of emergency vehicle preemption equipment on traffic signals maintained and operated by both the City and the Arizona Department of Transportation; and,

WHEREAS, the installation of this system has improved the safety and response times of emergency personnel responding to emergencies; and,

WHEREAS, the Arizona Department of Transportation desires to enter into an agreement for the design, construction and maintenance of the traffic signal emergency vehicle preemption equipment on State Routes in and adjacent to the City of Yuma City limits, at locations requested by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, as follows:

SECTION 1: That the City Administrator be authorized to execute an intergovernmental agreement with the Arizona Department of Transportation for the construction, maintenance and future expansion of the traffic signal emergency vehicle preemption system.

Passed & adopted this 5th day of January 2000.

APPROVED:

Marilyn R. Young

Marilyn R. Young
Mayor

ATTEST:

Brigitta K. Stanz

Brigitta K. Stanz
City Clerk

APPROVED AS TO FORM:

Steven W. Moore

Steven W. Moore
City Attorney

JPA 99-173

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA 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 6th day of January, 2000

Steven W Moore

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR99-2542TRN, 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 February 2, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/609478

Enc.