AG Contract No. KR99 2765TRN
ADOT ECS File No. JPA 99-193
Project: NH 063-1(11)
TRACS: 95 YU 004 H4415 01C
Section: US-95, Gadsen to Somerton

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SOMERTON

THIS AGREEMENT is entered into 28 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 Somerton, 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 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. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on US 95 and on City owned land immediately adjacent to US 95 at the following location.

From the intersection of US 95 and Union Ave., milepost 11.85 north to Somerton Ave. milepost 12.05, a net distance of approximately 0.20 miles.

NO 23859
Filed with the Secretary of State
Date Filed: 02/28/00
Betsey Bayless
Secretary of State
By Vicky V. Graenewald

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

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using Federal and State funds, in an amount currently estimated at $290,000.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping including plants, decorative paving, benches, and planters. Maintenance shall consist of the care of all plants in accordance with accepted horticultural practices, keeping all areas in good repair and free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

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 hereby 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 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Somerton
City Manager
110 North State Ave. P.O. Box 638
Somerton, Arizona 85350

7. Attached hereto is the written determination of each party's legal counsel 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 SOMERTON

By _____
AUGUSTIN TUMBAGA, JR.
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
CATHERINE J. HEGEL
Contract Administrator

ATTEST

By _____
JIM FERGUSON
City Clerk

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RESOLUTION

BE IT RESOLVED on this 19th day of November 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 Somerton for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements on US-95.

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

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

RESOLUTION NO. 586

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOMERTON, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY MANAGER TO ATTEST TO ANY AND ALL DOCUMENTS PERTAINING TO THE IMPROVEMENT PROJECT TO US-95 (MAIN STREET) BETWEEN THE CITY OF SOMERTON, ARIZONA AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

The City is desirous of entering into certain agreements incident to an improvement project to US-95 (Main Street) whereby the State and City desire to construct curb, gutter and sidewalks, and other amenities with the project for the safety and benefit of the motoring public; therefore

BE IT RESOLVED, by the City Council of the City of Somerton, Arizona as follows:

That Agustin Tumbaga, Jr., the City's Mayor, is authorized to execute, and Jim Ferguson, the City Manager, to attest to, on behalf of the City of Somerton, Arizona, any documents related to the improvement project to US-95 (Main Street).

PASSED AND ADOPTED this 1st day of February, 2000.

Agustin Tumbaga Jr., Mayor

ATTEST:

Jim Ferguson, City Clerk

APPROVED AS TO FORM:

Gerald W. Hunt, City Attorney

02/17/00 THU 15:26 FAX 1 520 627 3794 CITY OF SOMERTON 001

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APPROVAL OF THE SOMERTON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SOMERTON 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 1 day of Feb, 2000 ~~1999~~.

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR99-2765TRN, 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 22, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/612864

Enc.