AG Contract No KR00 1433TRN
ADOT ECS File No JPA 00-115
Section: City Wide
Traffic Signal Preemption Equipment

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

THIS AGREEMENT is entered into 18 December, 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 BULLHEAD CITY, 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, as shown on Exhibit A, which is attached hereto and made a part hereof, at an estimated cost of $6,000 00 per intersection, 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 24378
Filed with the Secretary of State
Date Filed: 12/18/00
Secretary of State
Vicky D. Greenwold

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 Bullhead City
Public works Director
1255 Marina Blvd.
Bullhead City, AZ 86442

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 BULLHEAD CITY

By _____
DIANE VICK
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By _____
Diane Heilmann
City Clerk

Exhibit to JPA 00-115
List of Intersections (@ Mile Post)

SR 95 MP 240 7	Bullhead Parkway South
242.2	Meadows
242.5	Walmart
242.8	Mohave
243.4	Riverview
243.9	Marina
244.2	Thunderstruck
244.4	Hancock
244.9	Ramar
245.6	Plata
246 1	Silver Creek
246.6	Rancho Colorado
247.9	3rd St
248.5	7th St
249.8	Bullhead Parkway North
SR68 MP 1.3	McCormick

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RESOLUTION

BE IT RESOLVED on this 24th day of July 2000, 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 Bullhead City for the purpose of defining responsibilities for constructing traffic signal preemption equipment at intersections of stqate routes and city streets 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

CITY OF BULLHEAD CITY

1255 Marina Boulevard
Bullhead City, AZ 86442-5733
(520) 763-9400 TDD (520) 763-9400

November 16, 2000

Arizona Department of Transportation (ADOT)
Joint Project Administration
Attn: Michael P. Manthey, State Traffic Engineer
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

Re: AG Contract No. KR00 1433TRN
IGA/ADOT ECS File No. JPA 00-115

Dear

This is to notify you that at the November 8, 2000, meeting the Bullhead City Council approved the Intergovernmental Agreement (IGA) referenced above between the City of Bullhead City and the State of Arizona for the purpose of traffic signal preemption equipment.

Enclosed are three (3) original agreements. Please execute the original agreements and return one to the Bullhead City Clerk's Office and retain the other originals for your records.

Should you have any questions regarding this matter, please do not hesitate to contact Josh Richardson, Public Works Director, at (520) 763-9400.

Sincerely,

C.E. Bean
Deputy City Clerk

Enclosures

cc: Public Works Director Josh Richardson w/enclosure

JPA 00-115

APPROVAL OF THE BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BULLHEAD CITY 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 8th day of November, 2000.

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

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR00-1433TRN, 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 December 11, 2000.

JANET NAPOLITANO
Attorney General

Susan E. Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

659316