A. G. Contract No. KR00 1865TRN
ADOT ECS File No. JPA 00-118
Project: H5715 01C
Section: SR-71 @ Tenderfoot Hill Road
New turn lanes and decel lanes

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

THIS AGREEMENT is entered into 6 OCTOBER, 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 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. The State and the County desire to construct new left turn lanes and right turn decel lanes on SR-71 at the intersection of Tenderfoot Hill Road, at a cost currently estimated at $250,000.00 hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree the County shall be the lead agency for the Project. In the event the cost of the Project exceeds the estimates herein, the parties will mutually agree to their proportionate share of the additional costs

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

NO. 24264
Filed with the Secretary of State
Date Filed: 10/06/00
Betsey Bayless
Secretary of State
By: Vicky V. Greenwold

II. SCOPE OF WORK

1. The County will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve State review comments.

a. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State on any Project construction contract modifications, and be responsible for its proportionate share of same, as well as any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

b. After bid opening but prior to construction contract award, invoice the State for its share of the cost of the Project, in an amount not to exceed $100,000.00. Be responsible for all costs of the Project over and above the States contribution of $100,000.00.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance outside the State right-of-way

1. The State will:

a. Review the design documents and provide comments

b. Within 30 days after receipt and approval of an invoice, pay the County for the States share of the cost of the Project, in an amount not to exceed $100,000.00.

c. Upon completion and acceptance by the County, provide maintenance to the Project inside the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled 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 canceled 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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3aug

JPA 00-118

RESOLUTION

BE IT RESOLVED on this 24th day of August 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 Yavapai County for the purpose of defining responsibilities for the construction of improvements to SR-71 @ Tenderfoot Hill Road.

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

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: August 21, 2000.

The entry in the said minutes:

1. Consider approval of intergovernmental agreement with the Arizona Department of Transportation for the construction of turn lanes on State Route 71 at the intersection of Tenderfoot Hill Road, Congress area. **Approved by unanimous vote after Mr. Straub explained that this was a cooperative project with the Congress School District and that ADOT would be contributing $100,000 to the project with the County contributing $150,000. Motion by Supervisor Olsen, second by Supervisor Brownlow. No comments from the public.**

Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me September 6, 2000.

My Commission Expires:

Notary Public

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

JPA 00-118

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 28th day of August, 2000.

Yavapai County Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

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

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR00-1865TRN, 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: October 2, 2000

JANET NAPOLITANO
Attorney General

Susan E. Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

649603

Jack Hammitt

From: Tom Foster
Sent: Friday, October 20, 2000 2:13 PM
To: Jack Hammitt; John Klein; Lynn (Ungyo) Sugiyama
Cc: Roger Hopt; Rose Dixon
Subject: RE: JPA 00-118 with Yavapai County

Lynn, don't we have this one funded this year(FY01)? It is just an IGA with the county They do the work and we contribute a max of $100k

If not funded please get it through the process

-----Original Message-----
From: Jack Hammitt
Sent: Wednesday, October 18, 2000 10:32 AM
To: John Klein
Cc: Tom Foster; Roger Hopt
Subject: RE: JPA 00-118 with Yavapai County

I thought that was our SOP? Tom Foster, Prescott DE, or his designee will take care of it.

-----Original Message-----
From: **John Klein**
Sent: Wednesday, October 18, 2000 10:29 AM
To: Jack Hammitt
Cc: Diana Harmon
Subject: JPA 00-118 with Yavapai County

Good morning, Jack

Guess what? In researching this JPA, we find that TRACS # H5715 01C has not been authorized. Therefore, we have an executed agreement with no money.

Who do I need to contact to get the funding worked out?

Thanks for your help....