A G Contract No KR02-2101TRN
ADOT ECS File No JPA 01-75
Project. H5945 01C
Project No .
Section. SR-69 @ Grant Street
(MP294 69)
5 year Item No .

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 27th March, 2003 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 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 design and construct drainage improvements on SR-69 at Grant Street and install a gate to close the access to SR-69 from Grant Street, at a total cost estimated at $42,000 00, hereinafter referred to as the Project, for the safety and benefit of the traveling public The parties agree the County shall be the lead agency for the Project.

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

NO. 25924
Filed with the Secretary of State
Date Filed: 03/27/03
Janice K. Brewer
Secretary of State
By: Nancy L. Greenwold

II. SCOPE OF WORK

1. The County will:

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

b. 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.

c. Apply for permit to work inside State's rights-of-way.

d. 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 $42,000.00. Be responsible for all costs of the Project over and above the State's contribution of $42,000.00.

e. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance outside the State's rights-of-way.

2. 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 State's share of the cost of the Project, in an amount not to exceed $42,000.00.

c. Upon completion and acceptance by the County on behalf of the parties hereto, provide maintenance to the Project inside the State's 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 construction 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
FAX: 602-712-7424

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 Lorna D. Street
LORNA D. STREET, Chairman
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By William C. Higgins
WILLIAM C. HIGGINS, P.E.
Deputy State Engineer

ATTEST

By B. Staddon
BEVERLY STADDON
Clerk of the Board

G:01-075-DIST P-Yavapai Cnty
19Nov2002

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: December 16, 2002.

The entry in the said minutes:

CONSENT AGENDA FOR PUBLIC WORKS: Unless otherwise noted, all items were approved by unanimous vote. Motion by Supervisor Brownlow, second by Vice Chairman Davis.

1. Consider approval of intergovernmental agreement JPA 01-75 with the State of Arizona for Drainage Improvements and Gate Installation on Grant Street at State Route 69.

Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me January 6, 2003.

My Commission Expires:

_____

Notary Public

OFFICIAL SEAL
CAROLYN DICUS
NOTARY PUBLIC-STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires Feb. 23, 2005

JPA 01-75

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION 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. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 9th day of December 2002.

County Attorney

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-2101TRN (JPA 01-75), 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 January 22, 2003.

TERRY GODDARD
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

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