JPA File No.: 06-011
AG Contract No.: KR06-0353TRN
Project No.: TEA YYV 0(024)A
Project: Hassayampa Bridge
Section: Wagoner Road
TRACS No.: SL548 01C
Budget Source Item No.: Local

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

THIS AGREEMENT is entered into this date June 16, 2006, pursuant to the Arizona Revised Statutes § 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, acting by and through its BOARD OF SUPERVISORS and CHAIRPERSON (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statues § 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 Statues § 11-251 and 11-952 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 interest of the State for this project is in the acquisition of Federal Funds for the use and benefit of the County and is authorized as the designated agent. Funds expended for the project, are authorized by reason of Federal Law and Regulations.

4. The project lies within the boundary of the County and has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for their approval.

5. The County, in order to obtain Federal Funds for the construction of the project, is willing to provide County funds to match Federal Funds in the ratio required or as finally fixed and determined by the County, State and FHWA, including actual construction engineering (CE) and administration costs.

NO. 28277
Filed with the Secretary of State
Date Filed: 6/16/06
Secretary of State
By:

6. The work embraced in this Agreement is for the rehabilitation of a historic bridge and consists of replacing the existing asphalt-covered wooden bridge deck with a new wooden deck supported by steel stringers topped with wooden plates and steel cross-bracing, strengthening the steel truss with pre-stressing rods and steel plates Providing a new steel barrier rail, straightening bent members, repair of truss bearings new deck joints at the abutments, repainting the steel bridge and providing guard rails at each of the bridge approaches and interpretive plaques, all within the County's right-of-way.

Construction TRACS No.: SL548 01C	
Estimated Federal Aid Funds @ 94.3%	$500,000.00
Estimated County Funds @ 5.7%	$ 30,223.00
***Total Estimated Cost of the Project**	**$530,223.00**

*(Includes construction, construction engineering administration, and incidentals)

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

II. SCOPE OF WORK

1. The State shall:

a. Agree to be the County's authorized agent for the Project and submit a program containing the aforementioned Project to FHWA with the recommendation that it be approved for construction and funding. Should costs exceed the maximum Federal Funds available, it is understood and agreed that the County will be responsible for any overage.

b. Approve the Project if such project construction funds are available by FHWA for construction of the Project. The State and FHWA hereby designates the County to self-administer the Project.

c. Upon execution of this Agreement, make payments to the County for the direct actual cost of the construction of the Project, plus construction engineering, within thirty-days (30) after receipt and approval of an invoice.

d. Not be obligated to maintain said Project, should the County fail to budget or provide perpetual and proper maintenance as set forth in this Agreement.

2. The County shall:

a. With the aid and consent of the FHWA and the State using Arizona Procurement Procedures, proceed to advertise for, receive and open bids, subject to the concurrence of the FHWA and the State. Enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications at the lowest bid price.

b. Provide personnel to administer and supervise construction. All construction Project change orders are to be copied to the State. The FHWA will participate in the construction administration cost provided by the County up to 94.3% percent of the construction cost. Construction administration costs not participated in by FHWA shall be borne by the County.

c. Consent to any inspections performed by the State, provide records or audit any books of the County in order for the State to assure itself that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and Federal Government

d. No more than monthly, invoice the State at 94.3% Federal Aid for construction and construction administration costs incurred under this Agreement. The County is entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal Funding or not.

e. Upon completion of the Project, provide for at its own cost and as an annual item in its budget, perpetual and proper maintenance to the Hassayampa Bridge.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provision of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance, provided by the County shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the County cancels this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement. The County assumes full responsibility for design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. The County will require its contractors to name the State and ADOT as an additional insured in the contractor's insurance policies. The County will also require its contractors to name the State and ADOT as an additional indemnitee in the County's contracts with its contractors. It is understood and agreed that the State's participation is confined to securing Federal Aid; and that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance or negligent performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the County or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. 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 § 12-1518.

8. 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 S. 17th Avenue, Mail Drop 616E Phoenix, Arizona 85007 (602) 712-7525 (602) 712-7424 Fax	Yavapai County Attn: Phil Bourdon 1100 Commerce Drive Prescott, Arizona 86305 (928) 771-3183 (928) 771-3167 Fax

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statues § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and 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

By _____
THOMAS THURMAN
Chairperson, Board of Supervisors

ATTEST:

By _____
BEV STADDON
Clerk

STATE OF ARIZONA
Department of Transportation

By _____
CYNTHIA MILLS
Joint Project Administrator

JPA 06-011

ATTORNEY APPROVAL FORM FOR THE YAVAPAI COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 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 4th day of May, 2006.

County Attorney

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: May 15, 2006.

The entry in the said minutes:

A2. Consider approval of Intergovernmental Agreement JPA 06-011 between Yavapai County and the State of Arizona for the Hassayampa Bridge Rehabilitation Project, in the amount of $800,000 to be paid from Regional Road Fund, Wagoner Bridge. A Transportation Enhancement Grant will provide $500,000 toward funding. Phil Bourdon, Public Works Director. Approved by unanimous vote. Motion by Supervisor Davis, second by Supervisor Springer. No comments from the public.

Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me June 5, 2006.

My Commission Expires:

OFFICIAL SEAL
CAROLYN DICUS
Notary Public - State of Arizona
YAVAPAI COUNTY
My Comm. Expires Feb. 23, 2009

Notary Public

TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan Davis@azag.gov

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR06-0353TRN (**JPA 06-011**), an Agreement between public agencies, i.e., The State of Arizona and Yavapai County, 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: June 12, 2006

TERRY GODDARD
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:964604
Attachment