

Patricia Markiw  
SEP 24 2002

A. G. Contract No.: KR02-1472TRN  
ADOT ECS File: JPA 00-162  
Project: CM-PVY-0(1)P/SS484 02D  
Section: Tatum Boulevard / McDonald Drive

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PARADISE VALLEY

**RECEIVED**

SEP 24 2002

THIS AGREEMENT is entered into 17 September, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF PARADISE VALLEY acting by and through its MAYOR and TOWN COUNCIL (the "Town").

Admin. Services Division  
Accounts Receivable

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 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 Town is empowered by Arizona Revised Statutes Section 9-240 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 Town.

3. Congress has authorized appropriations for, but not limited to, the design of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been selected by the Town and has been submitted to the Federal Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

NO. 25493  
Filed with the Secretary of State  
Date Filed: 09/17/02

Betsy Bayless  
Secretary of State

By: Dwight D. Gruenewald

**STED**

6. The work embraced by this agreement and the **estimated** project costs are as follows: Preliminary Engineering - Design.

Estimated Design Cost	\$486,150.00
Federal Aid Funds @ 94.3% of \$424,178.00	\$400,000.00
Town of Paradise Valley Funds @ 5.7%	\$ 24,178.00
Town of Paradise Valley @ 100%	\$ 61,972.00

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

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the Town with federal funds for design work addressed under this agreement at 94.3% of \$424,178.00.

4. The Town will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. **Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.**

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. **The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims.** It is understood and agreed that the State's participation is confined solely to securing federal aid; 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 Town and that the Town 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 cost 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 of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, 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, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

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

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. 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.

7. 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

Town of Paradise Valley  
Town Clerk  
6401 E. Lincoln Drive  
Paradise Valley, AZ 85253-4399

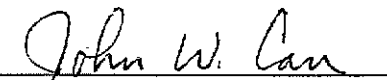
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


**TOWN OF PARADISE VALLEY**

**STATE OF ARIZONA**  
Department of Transportation

By   
EDWARD F. LOWRY  
Mayor

By   
JOHN W. CARR, P.E.  
Acting Contract Administrator

ATTEST

By   
LENORE P. LANCASTER  
deputy Town Clerk

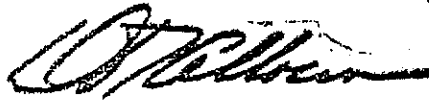
G:00-162-LGVT-Town of Paradise Valley

14Aug2002-

RESOLUTION

BE IT RESOLVED on this 25th day of September 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 Town of Paradise Valley for the purpose of defining responsibilities for the acquisition of federal funds for the use and benefit of the Town to provide Preliminary Engineering (Design) for Tatum Boulevard / McDonald Drive.

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



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

1 When recorded, return to:  
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3 Paradise Valley Town Attorney  
4 6401 East Lincoln Drive  
5 Paradise Valley, Arizona 85253  
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12 **RESOLUTION NUMBER 1012**  
13

14 **A RESOLUTION OF THE TOWN OF PARADISE VALLEY,**  
15 **ARIZONA, AUTHORIZING AN INTER-GOVERNMENTAL**  
16 **AGREEMENT WITH THE STATE OF ARIZONA**  
17 **DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE**  
18 **OF DEFINING RESPONSIBILITIES FOR THE**  
19 **ACQUISITION OF FEDERAL FUNDS FOR THE**  
20 **ENGINEERING DESIGN FOR TATUM**  
21 **BOULEVARD/MCDONALD DRIVE INTERSECTION**  
22 **IMPROVEMENTS.**

23  
24 WHEREAS, Arizona Revised Statutes, 11-951 et seq., provide that public agencies,  
25 including cities and towns, may enter into intergovernmental agreements for joint or  
26 cooperative action; and

27 WHEREAS, congress has authorized appropriations for, but not limited to, the design  
28 of streets; and

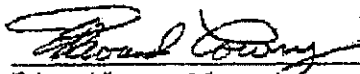
29 WHEREAS, the engineering design for the Tatum Boulevard/McDonald Drive  
30 Intersection Improvement Project, within the Town of Paradise Valley, has been submitted to  
31 the Federal Highway Administration for approval of a cost sharing agreement between the  
32 Town and Department of Transportation; and

33 WHEREAS, the design cost of the project is estimated to be \$486,150.00 and by  
34 entering into this agreement, the State of Arizona will reimburse the Town with federal funds  
35 for the design work addressed under this agreement at 94.3% of \$424,178.00.

1            THEREFORE BE IT RESOLVED by the Town Council of the Town of Paradise  
2 Valley, that the Paradise Valley Town Council hereby authorizes an intergovernmental  
3 agreement with the State of Arizona Department of Transportation, a copy of which is  
4 attached to this Resolution, shown as Exhibit A and incorporated herein by reference, for the  
5 engineering design for the Tatum Boulevard/McDonald Drive Intersection Improvement  
6 Project.

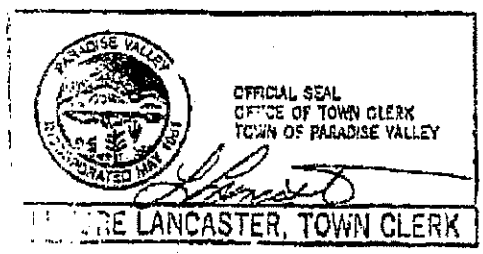
7            PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley,  
8 Arizona, this 22nd day of March, 2001.

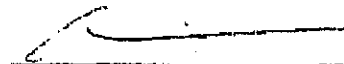
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Edward Lowry, Mayor

ATTEST:

  
Lenore P. Lancaster, Town Clerk



APPROVED AS TO FORM  
  
Andrew M. Miller, Town Attorney

24            I, Lenore P. Lancaster, Town Clerk hereby certify that the foregoing is a full, true and  
25 correct copy of Resolution Number 1012 duly and regularly passed and adopted by vote of  
26 the Town Council of Paradise Valley at a meeting thereof duly called and held on the 22nd  
27 day of March, 2001. That the Resolution appears in the minutes of the meeting, and that the  
28 same has not been rescinded or modified and is now in full force and effect.

29            I further certify that the municipal corporation is duly organized and existing, and has  
30 the power to take the action called for by the foregoing Resolution.

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Lenore P. Lancaster, Town Clerk

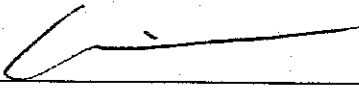


JPA 00-162

APPROVAL OF THE TOWN OF PARADISE VALLEY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF PARADISE VALLEY and declare this agreement to be in proper form and within the powers and authority granted to the Town 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 20<sup>th</sup> day of August, 2002.

  
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Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

JANET NAPOLITANO  
ATTORNEY GENERAL

MAIN PHONE : (602) 542-1680

FACSIMILE : (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1472TRN, 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 September 10, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Enc.