NO. 4845
FILED WITH SECRETARY OF STATE
Date Filed 10-30-78
Secretary of State

MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF CASA GRANDE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF CASA GRANDE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include,

but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

S.R. 84 and Jct. of S.R. 93
S.R. 84 and Sacaton Street
S.R. 84 and Florence Street

S.R. 93 and Cottonwood Lane
S.R. 93 and McMurray Blvd.

S.R. 287 and Marshall Street
S.R. 287 and Cameron Avenue
S.R. 287 and Trekell Road

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

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

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: _____
Chief Deputy State Engineer

CITY OF CASA GRANDE

By: Hugh N. Gunn

Title: mayor

ATTEST:

Nelda M. Hooker
City Clerk

EXHIBIT B

The accompanying agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Casa Grande.

Charles C. Gatewood
City Attorney
City of Casa Grande, Arizona

EXHIBIT "C"

LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF CASA GRANDE consummated on October 30, 1978 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____
Chief Deputy State Engineer

CITY OF CASA GRANDE

By: Hugh N. Gunn

Title: Mayor

ATTEST:

Nelda M. Hooker
City Clerk

Date Signed: October 18, 1978

DR. HUGH N. GUINN, Mayor
JOHN E. HOLMES, City Manager
Phone: (Area Code 602) 836-7413

CITY OF CASA GRANDE

CITY HALL — 300 East Fourth Street — Casa Grande, Arizona 85222

Reply to: Nelda M. Hooker
City Clerk
836-7471

August 25, 1978

Mr. Carlie Bowmer, P.E.
Assistant State Engineer
Arizona Department of Transportation
Highway Division
206 South Seventeenth Avenue
Phoenix, AZ 85007

Dear Mr. Bowmer:

Pursuant to your letter of June 7, 1978, there is enclosed a certified copy of Resolution No. 1111 of the Council of the City of Casa Grande authorizing execution of a Maintenance Intergovernmental Agreement between the State of Arizona and the City of Casa Grande for operation and maintenance of traffic signals and/or highway lighting.

Also enclosed is a written determination by the City Attorney stating that the proposed agreement is in proper form and within the powers and authority granted to the City.

The documents enclosed should now make it possible for you to process the proposed agreement for signature. Please forward same to me and I will secure the necessary signatures on behalf of the City of Casa Grande.

Sincerely,

Nelda M. Hooker

Nelda M. Hooker
City of Casa Grande

nmh

Enclosures

RESOLUTION NO. 1111

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE AUTHORIZING THE EXECUTION OF A MAINTENANCE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF CASA GRANDE FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS AND/OR HIGHWAY LIGHTING.

Section 1. Approval and Execution of Agreement

That the proposed Maintenance Intergovernmental Agreement between the State of Arizona and the City of Casa Grande for operation and maintenance of traffic signals and/or highway lighting is hereby approved and the Mayor is hereby authorized to execute same.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 21st day of August, 1978.

Hugh N. Gunn
Mayor

ATTEST:

Nelda M. Hooker
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
: ss.
County of Pinal)

I, Nelda M. Hooker, Clerk of the City of Casa Grande, hereby certify that the foregoing is a true and correct copy of the original Resolution No. 1111 adopted by the Council of the City of Casa Grande on August 21, 1978.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal of the City of Casa Grande, this 25th day of August, 1978.

Nelda M. Hooker
City Clerk

OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 78-690 which is 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 proper form and is within the powers and authority granted to the State or its agencies under the laws of 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 contract.

DATED this 1st day of September, 1978.

JOHN A. LaSOTA, JR.
The Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General