NO. 45.27
FILED WITH SECRETARY OF STATE
7-24-78
Secretary of State

A.G. # 18-444

MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF COOLIDGE

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 COOLIDGE, 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:

SR 87 and Coolidge Avenue
SR 87 and Central Avenue
SR 87 and Northern Avenue

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: J B Mertz
Chief Deputy State Engineer

CITY OF COOLIDGE

By: G E Hudson

Title: Mayor

ATTEST:

Vivian Randall
City Clerk

RESOLUTION NO. 221

A RESOLUTION OF THE CITY OF COOLIDGE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION WHEREBY THE ARIZONA DEPARTMENT OF TRANSPORTATION SHALL MAINTAIN TRAFFIC SIGNALS AND HIGHWAY LIGHTING.

WHEREAS, the Arizona Department of Transportation has offered to enter into an Intergovernmental Agreement with the City of Coolidge whereby the Department of Transportation will be responsible for all operations and maintenance, except electrical energy costs, of highway lighting on State Route 87 and traffic signals now located on State Route 87 in Coolidge, Arizona, at Coolidge Avenue, Central Avenue and Northern Avenue and other locations hereinafter agreed upon: and

WHEREAS, the City of Coolidge agrees to set aside sufficient funds and be responsible for all electrical energy costs to operate said highway lighting and traffic signals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Coolidge as follows:

1. The Mayor and City Clerk of the City of Coolidge are hereby authorized and directed on behalf of the City of Coolidge to execute and deliver an Intergovernmental Agreement between the City of Coolidge and the Arizona Department of Transportation wherein the Arizona Department of Transportation agrees to be responsible for all operations and maintenance, except electrical energy costs, for highway lighting on State Route 87 in Coolidge, Arizona, and traffic signals at Coolidge Avenue, Central Avenue and NorthernAvenue and other locations hereinafter agreed upon and the City of Coolidge agrees to set aside sufficient funds and be responsible for all electrical energy costs to operate said highway lighting and traffic signals.

2. The City Manager of the City of Coolidge is hereby

PLATT, JENSON & JOHNSON, P.C.
ATTORNEYS AT LAW
161 WEST CENTRAL AVENUE - P. O. BOX 278
COOLIDGE, ARIZONA 85228

authorized and directed on behalf of the City of Coolidge to perform and carry out those duties and matters required of the City of Coolidge as set forth in said Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED AND ADOPTED this 13th day of June, 1978.

Mayor

ATTEST:

City Clerk

APPROVED:

City Attorney

AYES Mayor Hudson; Vice-Mayor Prechel; Councilmen Faries, Armstrong, and Lawrence.

NAYS None

C E R T I F I C A T I O N

I, Vivan Randall, City Clerk of the City of Coolidge, do hereby certify that the above is a true and correct copy of Resolution No. 221, passed and adopted by the City Council of the City of Coolidge on the 13th day of June, 1978.

City Clerk

PLATT, JENSON & JOHNSON, P.C.
ATTORNEYS AT LAW
161 WEST CENTRAL AVENUE - P. O. BOX 278
COOLIDGE, ARIZONA 85228

I, Dennis D. Jenson, City Attorney for the City of Coolidge do hereby certify that I have examined the proposed Intergovernmental Agreement between the City of Coolidge and the Arizona Department of Transportation whereby the Arizona Department of Transportation agrees to be responsible for and maintain highway lighting and traffic signals on State Route 87, except for electrical energy costs, and the City of Coolidge agrees to set aside sufficient funds and be responsible for said electrical energy costs, and in my opinion said Agreement is in proper form and within the powers and authority granted to the City of Coolidge under the laws of the State of Arizona.

DATED this 13th day of June, 1978.

Dennis D. Jenson

Dennis D. Jenson, City Attorney

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COOLIDGE, ARIZONA 85228

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. 78-444 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 21st day of June, 1978.

JOHN A. LaSOTA, JR.
The Attorney General

PETER C. GULATTO
Assistant Attorney General

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 COOLIDGE consummated on July 24, 1978 is 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
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By: [signature]
Chief Deputy State Engineer

CITY OF COOLIDGE

By: L E Hudson

Title: Mayor

ATTEST:

Vivian Randall
City Clerk

Date Signed: 7/6/78