INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF GOODYEAR

ECS FILE: JPA-79-07

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the TOWN OF GOODYEAR a municipal corporation, hereinafter called "TOWN."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the TOWN, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the TOWN'S system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

a. Betterment or reconstruction of roadway, curbs, medians and channelization;

b. Bridges and drainage; and

c. Guardrails and fences; and

NO. 5750
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Date Filed
Secretary of State

d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and

e. Permits for highway right-of-way encroachments and use; and

f. Resurfacing, resealing, construction and replacement of roadways; and

g. Routine maintenance (including sweeping and cleaning) of roadway and curbs; and

h. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the TOWN shall have responsibility for and provide:

a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and

b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and

c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and

d. Removal of sand, rock and other debris caused by slides or other unusual causes; and

e. Parking striping (after initial installation); and

f. Street name and parking signs.

3. Upon the annexation of any area by the TOWN which is traversed by any STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the TOWN shall furnish the STATE a revised map indicating the portion or portions of STATE's highway

affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the TOWN except, however, that the TOWN may enforce more restrictive regulations if authorized by law.

5. The TOWN shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the TOWN. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The TOWN will maintain the insurance for the period of this Agreement.

6. The TOWN shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the TOWN shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the TOWN on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years 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 or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the Town of GOODYEAR (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the Town Attorney of GOODYEAR (Exhibit B) that this agreement is in proper form and within the

powers and authority granted to the TOWN OF GOODYEAR under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

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

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____

Title: Chief Deputy State Engineer

TOWN OF GOODYEAR

By: _____

Title: TOWN MANAGER

ATTEST:

_____

TOWN CLERK

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

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-848 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 agreement.

DATED this 7th day of November, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General

RESOLUTION

Be it resolved on this date, November 13, 1979 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF GOODYEAR, enter into the Intergovernmental Agreement for the purpose of maintaining certain State Highway Routes which are encompassed within the TOWN'S system of streets and which form necessary and convenient links in the State Highway System. I hereby authorize the Assistant Director, Highways Division, to execute said Agreement.

W A Ordway

WILLIAM A. ORDWAY, Director
Arizona Department of Transportation

Attachment A

RESOLUTION NO. 169

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GOODYEAR, ARIZONA DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "INTERGOVERNMENTAL AGREEMENT" BETWEEN THE STATE OF ARIZONA AND THE TOWN OF GOODYEAR, TO PROVIDE MAINTENANCE TO THOSE STATE HIGHWAY ROUTES WHICH ARE ENCOMPASSED WITHIN THE TOWN'S SYSTEM OF STREETS AND WHICH FORM NECESSARY AND CONVENIENT LINKS IN THE STATE HIGHWAY SYSTEM, AND DECLARING AN EMERGENCY.

WHEREAS, the TOWN OF GOODYEAR, acting by and through its duly elected governing body, has pursuant to A. R. S. 9-672, resolved to enter into an agreement with the Arizona Department of Transportation, and

WHEREAS, it is to the mutual benefit of the Town of Goodyear and the Arizona Department of Transportation to enter into this agreement specifying their respective construction and maintenance responsibilities concerning certain State Highway routes which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached, and

WHEREAS, the terms, conditions and provisions of this agreement are set forth in the attached agreement and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future, and

WHEREAS, all parties are hereby put on notice that this contract (agreement) is subject to cancellation by the Governor pursuant to A. R. S., Section 38-511.

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the Town of Goodyear, an emergency

Attachment B

is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and the Council of the Town of Goodyear and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, by the Goodyear, Arizona, Town Council, this 15th day of October, 1979.

APPROVED by the Mayor this 15th day of October, 1979.

CHARLES H. SALEM, MAYOR

ATTEST:

JEAN BAILEY, TOWN CLERK

APPROVED AS TO FORM:

F. BRITTON BURNS, TOWN ATTORNEY

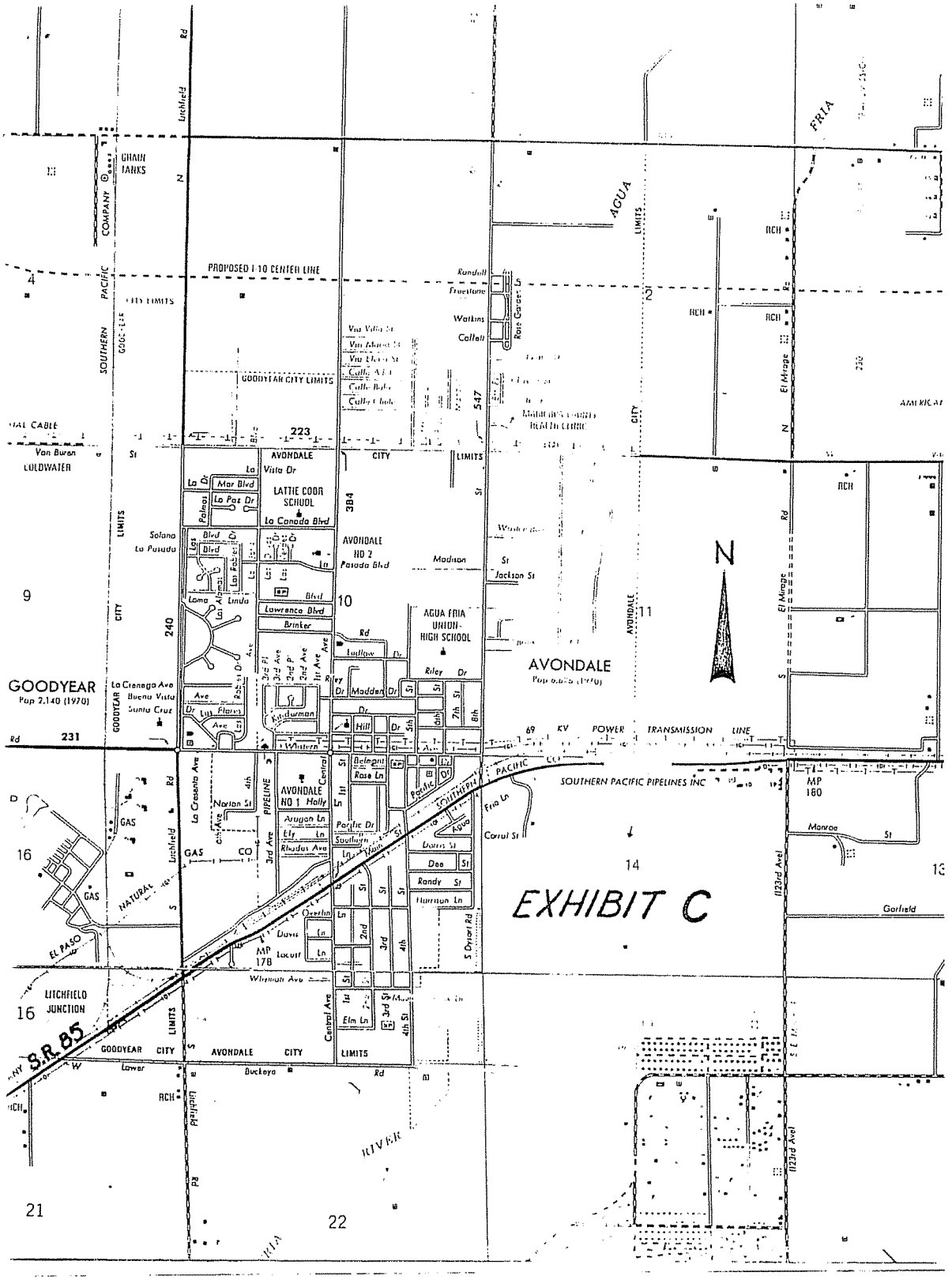
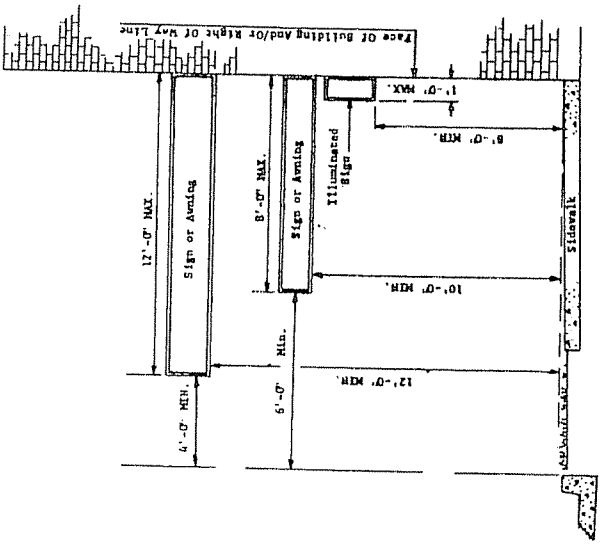


EXHIBIT C
PROPOSED I-10 CENTER LINE
GOODYEAR
Pop 2,140 (1970)
AVONDALE
LATTIE COOR SCHOOL
AVONDALE NO 2
AVONDALE NO 1
AGUA FRIA UNION HIGH SCHOOL
69 KV POWER TRANSMISSION LINE
SOUTHERN PACIFIC PIPELINES INC
MP 180
MP 178
LITCHFIELD JUNCTION
S.R. 85
GOODYEAR CITY LIMITS
AVONDALE CITY LIMITS
GRAIN TANKS
N

EXHIBIT D

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximum.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way area.



PERMIT REQUIRED

DEPARTMENT OF TRANSPORTATION
ARIZONA
HIGHWAYS DIVISION
STANDARD PLANS
PERMIT REGULATIONS
FOR SIGNS AND AWNINGS