JPA-79-15

NO. 5007
FILED WITH SECRETARY OF STATE
Date Filed 7-15-79
Secretary of State

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

THIS AGREEMENT, entered into this 16th day of October, 1978, pursuant to Arizona Revised Statutes, Sections 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 TOWN OF PARKER, a municipal corporation, hereinafter called "TOWN."

WHEREAS, the STATE is empowered by A.R.S. 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 TOWN OF PARKER is empowered by A.R.S. 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 "B" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN OF PARKER;

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

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. 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 surface, 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 22-051. 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 STATE will defend all suits and claims made against it, its employees or officers arising out of its performance hereunder, including all costs thereof and will pay all compromises of claims or judgments rendered against the STATE or its employees and officers arising therefrom to the extent monies have been appropriated therefore.

The TOWN will defend all suits and claims made against it, its employees or officers arising out of its performance hereunder, including all costs thereof and will pay all compromises of claims or judgments rendered against the TOWN, or its employees and officers arising therefrom to the extent monies have been appropriated therefore.

In the event a claim is made or suit is filed against both the TOWN and the STATE, each party shall bear its own costs of investigation and defense but may share common costs and may contribute to settlement costs or payment of judgments but there shall be no right of contribution or indemnification in the event of joint or several judgments.

6. 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.

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

8. 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.

9. 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. 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.

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

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

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

13. Attached hereto are Resolutions of the Department of Transportation (Exhibit "A") and the TOWN OF PARKER (Exhibit "B") authorizing both entities to enter into this Agreement; and a written determination by the Town Attorney of Parker (Exhibit "E") that this agreement is in proper form and within the powers and authority granted to the TOWN OF PARKER under the laws of this State.

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 PARKER

By: _____

Title: Mayor

ATTEST:

_____

EXHIBIT "A"

RESOLUTION

Be it resolved on this date, January 2, 1979, I, WILLIAM 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 PARKER, acting by and through its TOWN COUNCIL, enter into the Intergovernmental Agency Agreement for the purpose of entering in a Maintenance Agreement for certain highways which traverse the TOWN OF PARKER and request the TOWN to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached Agreement.

W A Ordway

WILLIAM A. ORDWAY, Director
Department of Transportation

Exhibit "B"

STATE OF ARIZONA)
: SS
County of Yuma)

I, M.Marge Hussen, Town Clerk, of the TOWN OF PARKER, ARIZONA, do hereby certify that the following is a true and correct extract of the minutes of the Town Council meeting held October 16,1978.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Town of Parker, Arizona. Done in Parker, Arizona this 16th day of October, 1978.

M Marge Hussen

RESOLUTION NO. 269

A RESOLUTION OF THE TOWN OF PARKER, ARIZONA AUTHORIZING THE TOWN TO ENTER INTO AN INTER-GOVERNMENTAL AGENCY AGREEMENT WITH THE STATE OF ARIZONA IN REGARD TO THE MAINTENANCE OF CERTAIN HIGHWAYS.

WHEREAS, THE TOWN COUNCIL OF THE TOWN OF PARKER HAS DETERMINED THAT IT WOULD BE TO THE ADVANTAGE OF THE TOWN OF PARKER TO ENTER INTO A INTERGOVERNMENTAL AGENCY AGREEMENT WITH THE STATE OF ARIZONA FOR THE PURPOSE OF EFFECTING A MAINTENANCE AGREEMENT FOR CERTAIN HIGHWAYS WHICH TRAVERSE THE TOWN OF PARKER.

NOW, THEREFORE BE IT RESOLVED THAT THE TOWN OF PARKER ACTING THROUGH ITS TOWN COUNCIL HAS DETERMINED THAT THE TOWN'S INTEREST IS SERVED BY ENTERING INTO THE INTER-GOVERNMENTAL AGENCY AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS WHICH TRAVERSE THE TOWN OF PARKER, HEREBY AUTHORIZE THE ENTERING INTO SAID INTER-GOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA.

THIS RESOLUTION SHALL BECOME EFFECTIVE ON THE 16th DAY OF OCTOBER 1978

PASSED AND ADOPTED BY THE MAYOR AND THE COMMON COUNCIL OF THE TOWN OF PARKER, ARIZONA, THIS 16th DAY OF OCTOBER 1978.

APPROVED:

WILLIAM SODER, MAYOR

ATTEST:

M. MARGE HUSSEN, TOWN CLERK

APPROVED AS TO FORM:

ROBERT ROBERSON, ATTORNEY

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. 78-875 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.

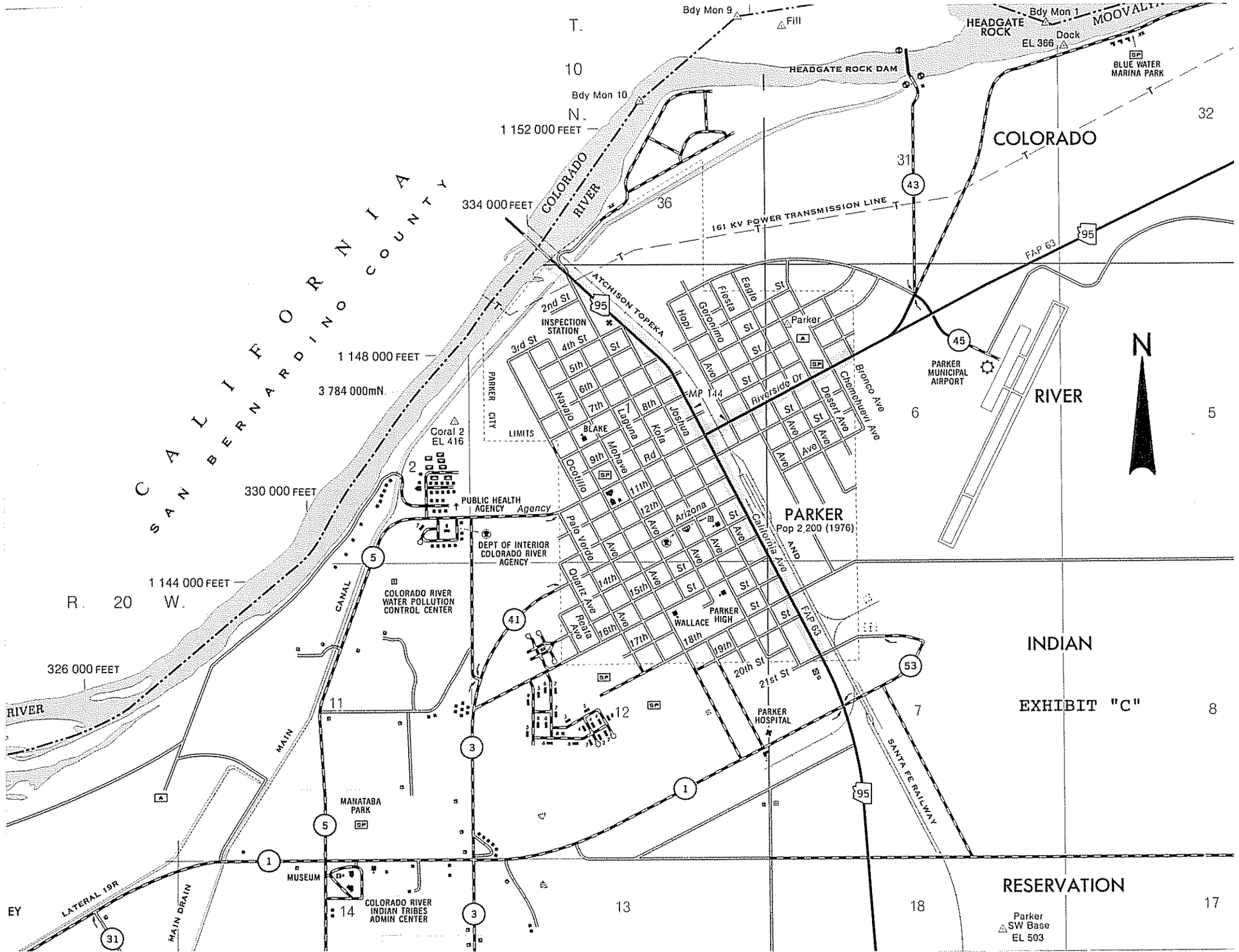
No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 17th day of November, 1978.

JOHN A. LaSOTA, JR.
The Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General



CALIFORNIA
SAN BERNARDINO COUNTY
COLORADO RIVER
HEADGATE ROCK DAM
HEADGATE ROCK
Bdy Mon 9
Fill
Bdy Mon 1
Dock
EL 366
BLUE WATER MARINA PARK
Bdy Mon 10
T. 10 N.
1 152 000 FEET
334 000 FEET
1 148 000 FEET
3 784 000mN.
330 000 FEET
1 144 000 FEET
326 000 FEET
R. 20 W.
COLORADO
RIVER
INDIAN
RESERVATION
EXHIBIT "C"
161 KV POWER TRANSMISSION LINE
ATCHISON TOPEKA
FAP 63
PARKER MUNICIPAL AIRPORT
PARKER
Pop 2,200 (1976)
INSPECTION STATION
PARKER CITY LIMITS
Coral 2
EL 416
PUBLIC HEALTH AGENCY
DEPT OF INTERIOR COLORADO RIVER AGENCY
COLORADO RIVER WATER POLLUTION CONTROL CENTER
MAIN CANAL
MANATABA PARK
MUSEUM
COLORADO RIVER INDIAN TRIBES ADMIN CENTER
LATERAL 19R
MAIN DRAIN
WALLACE
PARKER HIGH
PARKER HOSPITAL
SANTA FE RAILWAY
Parker
SW Base
EL 503
MP 144
Riverside Dr
Bronco Ave
Chemehuevi Ave
Desert Ave
California Ave
Arizona
Palo Verde
Quartz Ave
Reata Ave
Ocotillo
Navajo
Laguna
Mohave
Kola
Joshua
Hopi
Geronimo
Fiesta
Eagle
2nd St
3rd St
4th St
5th
6th
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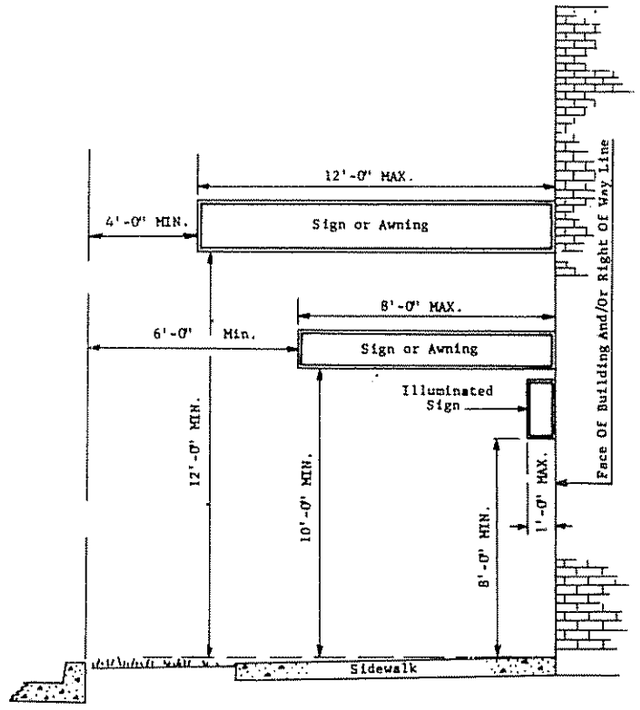
17th
18th
19th
20th St
21st St
N



PERMIT NEEDED

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 maximums.
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 areas.

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD PLANS

PERMIT REGULATIONS
FOR SIGNS AND AWNINGS

EXHIBIT "D"

INTER-GOVERNMENT AGENCY AGREEMENT
BETWEEN STATE OF ARIZONA AND THE TOWN OF PARKER

I, Robert J. Roberson, Parker Town Attorney, hereby certify that I have reviewed the Inter-governmental Agreement between the State of Arizona and the Town of Parker, which provides for the care and maintenance of State highways which are encompassed within the Town's system of Streets and hereby acknowledge that said agreement is in the proper form and is within the powers and authority granted under the laws of this State to the Town of Parker.

Dated this 29 day of Sept., 1978.

Robert J. Roberson

Robert J. Roberson

Exhibit "E"