A.G. CONTRACT NO. 79-831

Sec. of State #5949
A.G. # 79-831
Filing Date 11/16/79

MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE COUNTY OF GILA

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 COUNTY OF GILA, hereinafter called "COUNTY",

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 COUNTY is empowered by Arizona Revised Statutes Section 11-251 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 COUNTY;

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 COUNTY. This work

shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

U.S. 60 and Inspiration Road

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

1. The COUNTY 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. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, 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.

6. 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 COUNTY.

7. It is understood that the list of intersections 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.

8. 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.

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

10. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of October, 1979, but in no event prior to its being filed with the Secretary of State.

11. 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 COUNTY 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

COUNTY OF GILA

By: Robert P. Casillas
Chairman,
Title: Gila County Board of Supervisors

ATTEST:

Rose Marie Phillips
County Clerk

RESOLUTION

NO. 79-9-6

WHEREAS, it is expedient and in the best interest of the Public that the Chairman and Clerk of the Board of Supervisors be authorized to sign certain documents pertaining to an Agreement between the State of Arizona through the Department of Transportation and Gila County; and

WHEREAS, all members of the Board are agreed that said authorization should be given;

NOW, THEREFORE, BE IT HEREBY RESOLVED as hereinafter set forth:

Section 1. That the Chairman be authorized to execute and the Clerk attest the following document:

(A) The Maintenance Intergovernmental Agreement between the County of Gila and the State of Arizona acting through the Arizona Department of Transportation.

(B) Exhibit "C: - Letter Addendum to said Agreement.

Section 2. Said Agreement is for electrical energy costs to operate the traffic signals and/or highway lighting.

Section 3. The Agreement hereto referred is hereby incorporated as a part hereof, as if fully set forth herein.

PASSED AND ADOPTED this 24th day of September 1979.

GILA COUNTY BOARD OF SUPERVISORS

By Robert P. Casillas

ATTEST:

Rose Marie Phillips, Clerk

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

ROBERT K. CORBIN
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ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-831 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 31 day of October, 1979.

ROBERT K. CORBIN
Attorney General

James D. Hahnbaum
Assistant Attorney General