AG CONTRACT NO. 79-317

CONSTRUCTION

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE COUNTY OF PIMA

NO. 5264
FILED WITH SECRETARY OF STATE
Date Filed 5-24-79
Secretary of State

THIS AGREEMENT, entered into this 24th day of May, 1979, pursuant to Arizona Revised Statutes, Section 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 COUNTY OF PIMA, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement, and

WHEREAS, the COUNTY is empowered by Arizona Revised Statutes Section 11-251 to enter into the Agreement, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the COUNTY. This work shall include, but not be limited to the installation of new traffic signals at the following location:

US 89 and Rudasill Road

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

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. 79-317 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 10th day of May, 1979.

ROBERT K. CORBIN
Attorney General

James L. Hohnbaum

JAMES L. HOHNBAUM
Assistant Attorney General

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US 89 and Rudasill Road

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

1. The STATE shall install, or have installed, the underground facilities and shall furnish to the COUNTY all other materials necessary to complete the installation of the traffic signals and shall furnish personnel for inspection of the installation process.

2. The COUNTY shall install, or have installed, all the materials and apparatus in a good workmanlike manner, and in accordance with the latest revisions of the Arizona Department of Transportation Traffic Signal and Highway Lighting Systems Standard Drawings and General Specifications for Traffic Signal and Highway Lighting Systems.

3. The COUNTY shall obtain all STATE furnished materials at the Arizona Department of Transportation Signal Shop in Tucson and shall return defective or damaged materials and all unused materials to the Arizona Department of Transportation Signal Shop in Tucson upon completion of the work.

4. The STATE is bound by this AGREEMENT to furnish or secure certain materials and apparatus as hereinbefore stated; and, the COUNTY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought: a) because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the COUNTY, its officers, employees, agents, and/or contractors or on account or in consequence of any neglect in safeguarding the work; b) because of any act of omission, neglect, or misconduct of any officer or employee of the COUNTY, its Agent and/or its contractors in accomplishing the work; or c) through the use, in constructing the work, of STATE furnished materials which may be determined, by reasonable inspection upon receipt of said materials, to be patently deficient and unacceptable.

5. The State following completion of the installation equipment and any other improvements shall inspect the same. Following the inspection, the State shall either accept or indicate its nonacceptance of all equipment and improvements. Following acceptance by the State, the County shall not in any manner be responsible for the equipment installed, nor for the installation itself or any improvements made.

6. 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.

7. This AGREEMENT shall be filed with the Secretary of State and shall become effective on the 24th day of May, 1979, but in no event prior to its being filed with the Secretary of State.

8. 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 laws 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

Date: 5/1/79

ATTEST:

_____
Clerk, Board of Supervisors

COUNTY OF PIMA

BY: E.S. Ronstadt
Chairman

Date: April 2, 1979

APPROVED AS TO FORM:

_____
Civil Deputy County Attorney

Sheet 3

EXHIBIT "B"

CERTIFICATE OF DEPUTY COUNTY ATTORNEY

I, John R. Neubauer, as Deputy County Attorney, hereby certify:

That I have examined the Agreement between the Arizona Department of Transportation acting on behalf of the State of Arizona, and the County of Pima, and the proceedings taken to authorize the signature of the Chairman.

That in my opinion the contract has been duly authorized and the execution thereof is in all respects due and proper and is in accordance with the laws of the State of Arizona.

That it is further my opinion that the County of Pima has the authority to enter into said agreement and the same construes a legal and binding obligation of the County of Pima in accordance with the terms thereof.

Dated this 31 day of January, 1979.

John R. Neubauer

John R. Neubauer
Deputy County Attorney

RESOLUTION NO. 1979- 31

RESOLUTION AUTHORIZING AND DIRECTING CHAIRMAN OF THE BOARD TO SIGN AGREEMENT BETWEEN STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION AND PIMA COUNTY FOR TRAFFIC LIGHTS AND OTHER IMPROVEMENTS AT U.S. 89 (NORTH ORACLE) AND RUDASILL ROAD.

WHEREAS, it is desirable for improvements and/or modifications to be made in Pima County including but not limited to traffic signals at the intersection of U.S. 89 (North Oracle) and Rudasill Road; and

WHEREAS, the State of Arizona acting by and through the Arizona Department of Transportation and Pima County desire to enter into an agreement for this purpose.

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED,

The Board does hereby authorize and direct its Chairman to sign the attached agreement between the State of Arizona acting by and through the Arizona Department of Transportation and Pima County, all pursuant to A.R.S. § 11-251 and 11-951 et seq.

PASSED, ADOPTED AND APPROVED by the Pima County Board of Supervisors on this 2nd day of April, 1979.

PIMA COUNTY BOARD OF SUPERVISORS

By E. S. R. Walker
Chairman

ATTEST:

Eugenia St. Stella
Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:

John R. Neubauer
Civil Deputy County Attorney

Certificate of Clerk

Board of Supervisors of Pima County, Arizona

State of Arizona }
County of Pima }

I, Eugenia W. Wells, the duly appointed, qualified, and acting Clerk of the Board of Supervisors of Pima County, Arizona, hereby certify that the following is a true, correct, and compared extract of the minutes of a meeting of the Board of Supervisors held on the 2nd *of* April, *19* 79, *and that a quorum was present thereat.*

GA-STATE: DEPARTMENT OF TRANSPORTATION
ROADS-TRAFFIC CONTROL: SIGNALS (RUDASILL-NORTH ORACLE ROADS)

It was moved by Supervisor Dusenberry, seconded by Supervisor Joyner, and unanimously carried, in connection with the installation of traffic signals at the intersection of U. S. 89 (North Oracle Road) and Rudasill Road, the Board pass and adopt

RESOLUTION NO. 1979-31

entitled RESOLUTION AUTHORIZING AND DIRECTING CHAIRMAN OF THE BOARD TO SIGN AGREEMENT BETWEEN STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION AND PIMA COUNTY FOR TRAFFIC LIGHTS AND OTHER IMPROVEMENTS AT U. S. 89 (NORTH ORACLE) AND RUDASILL ROAD.

The resolution authorizes and directs the Chairman to execute an Intergovernmental Agreement with the Arizona State Department of Transportation for the installation of the improvements.

In Witness Whereof, *I have hereunto set my hand and affixed the official seal of the Board of Supervisors of Pima County, Arizona this* 13th *day of* April *19* 79

Eugenia W. Wells
Clerk