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. 80-136, 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 21st day of February, 1980.

ROBERT K. CORBIN
Attorney General

James R. Redpath

Assistant Attorney General
Transportation Division

Parcel 2-10-76-01
Project CJI-000-2(25)
Eloy Junkyard

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF ELOY

Agreement No. _____

PARTIES

This agreement entered into this 11th day of February, 1980, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through its Department of Transportation, hereinafter called "STATE", and the CITY OF ELOY, hereinafter called "CITY",

STATUTORY AUTHORIZATION

WHEREAS, the Director of the Department of Transportation is empowered by Arizona Revised Statutes, Section 28-108, to enter into this Agreement and the Director has given his authorization to draft this Agreement by that certain Resolution attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the Director is empowered by Arizona Revised Statutes, Section 28-2132, to screen junkyards within one thousand feet of the interstate highway system, and

WHEREAS, 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 "B" resolved to enter into this agreement and has authorized the undersigned, as its representative to execute the same on behalf of said CITY,

PURPOSE

WHEREAS, the purpose of this agreement is to create an effective working relationship between CITY and STATE to screen from view of the traveling public of Interstate Highway 10, the junkyard at the intersection of Fir Street and Penn Street in the City of Eloy, and for additional screening along "D" Street, and

NO. 6155
FILED WITH SECRETARY OF STATE
Date Filed 2-27-80
Secretary of State

WHEREAS, STATE wishes to plant vegetation and construct an irrigation system to water said vegetation upon City owned roadway right of way for the purpose of providing said screening.

METHOD

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

STATE SHALL:

1. Submit plans to CITY for its review and comments prior to beginning construction.

2. Install irrigation or sprinkling devices and plant vegetation, at its sole expense, as part of Project CJI-000-2(25), at such a location, and in such a manner that will, in the opinion of State's Roadside Development Services, effectively screen the junkyard from view.

3. Maintain the planted vegetation and irrigation system for a period of three (3) years, to ensure its growth pattern. State shall, at the end of three years, relinquish any right, title and interest in the subject vegetation and irrigation system to City. It being the intent of the parties that City shall maintain all ownership rights in the real property, and obtain ownership right in the vegetation and irrigation system at the expiration of this Agreement.

CITY SHALL:

1. Grant and does hereby grant to State a Temporary Easement on the northerly side of said Fir Street, the easterly side of said Penn Street and on the westerly side of said "D" Street for the construction of Project CJI-000-2(25) and the maintenance thereof, for three (3) years, as shown shaded on the plat attached hereto and made a part hereof.

2. Assume full responsibility for maintenance and replacement of vegetation and the irrigation system after the initial 3-year period.

3. Make no changes in subject vegetation and irrigation system for the duration of this Agreement and thereafter as long as the junkyard remains in its present location.

HOLD HARMLESS

4. During the initial three (3) year period, save and hold State harmless from all liability, except for negligence on the part of State or its employees or agents, to any and all persons whether for personal injuries or otherwise and from any claim of any person of damage to or loss of property by reason of maintenance of said vegetation and irrigation system, or by reason of anything done or permitted to be done or omitted to be done by City, in and about the area of said vegetation during the initial three (3) year period.

MANNER OF FINANCING

Costs for the construction of this project and the maintenance costs for the initial three (3) year period shall be charged to Project CJI-000-2(25).

Thereafter the maintenance costs to be borne by CITY shall be included in CITY's annual budget.

DURATION

This Agreement shall remain in force and effect until the work herein embraced has been completed and the parties herto shall retain any continuing obligations contemplated by this Agreement. 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.

FILING WITH SECRETARY OF STATE

This Agreement shall become effective on the date of filing with the Secretary of State.

ATTORNEY'S APPROVAL

Attached to this Agreement and incorporated herein by reference is Exhibit "C" which is a copy of the written determination of the appropriate attorney that City 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 above written.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

W. A. Ordway, Director

Arizona Department of Transportation

CITY OF ELOY

Robert W. Facio

Mayor

ATTEST:

Elaine Serda

CITY CLERK

WRL:df

1-18-80