A.G. CONTRACT NO. 81-191

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF WILLCOX

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 CITY OF WILLCOX, a municipal corporation, hereinafter called "CITY".

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 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 "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of certain State Highways known as Business Route 10 and State Route 186 which are State Highways of the State of Arizona and which traverse the said CITY OF WILLCOX over those certain streets known as Haskell Avenue, Maley Street and Rex Allen Drive, which form the necessary and convenient links for the connection of sections of the aforesaid state highways and for carrying of such state highways

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FILED WITH SECRETARY OF STATE
Date Filed 4-30-81
Secretary of State

through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

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

1. *The CITY shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.*
2. *The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this agreement.*
3. *That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:*
   a. *Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.*
   b. *Bridges and drainage.*
   c. *Guardrails and fences.*
   d. *Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.*
   e. *Routine maintenance of roadway, median and curb.*
   f. *Permits for highway right of way encroachments and use.*
   g. *Removal of snow, sand, rock and other debris caused by slides or other causes.*
   h. *Traffic control devices, including approved crosswalks, signs, striping and curb marking (except street name).*
4. *That the CITY shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:*
   a. *Sidewalks.*
   b. *Sprinkling.*
   c. *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.*

d. Street name signs.

e. Routine sweeping and cleaning of roadway, curb and median.

f. Parking signs.

5. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways, except as might occur temporarily during normal maintenance of intersecting streets.

6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.

7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway Right of Way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.

9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.

10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.

11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of April, 1981, but in no event prior to its being filed with the Secretary of State.

12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.

13. This Agreement shall remain in force and effect until midnight March 31, 1982, 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.

14. 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.

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

16. 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.

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

STATE OF ARIZONA
Arizona Department of Transportation

BY: [signature]
Chief Deputy State Engineer

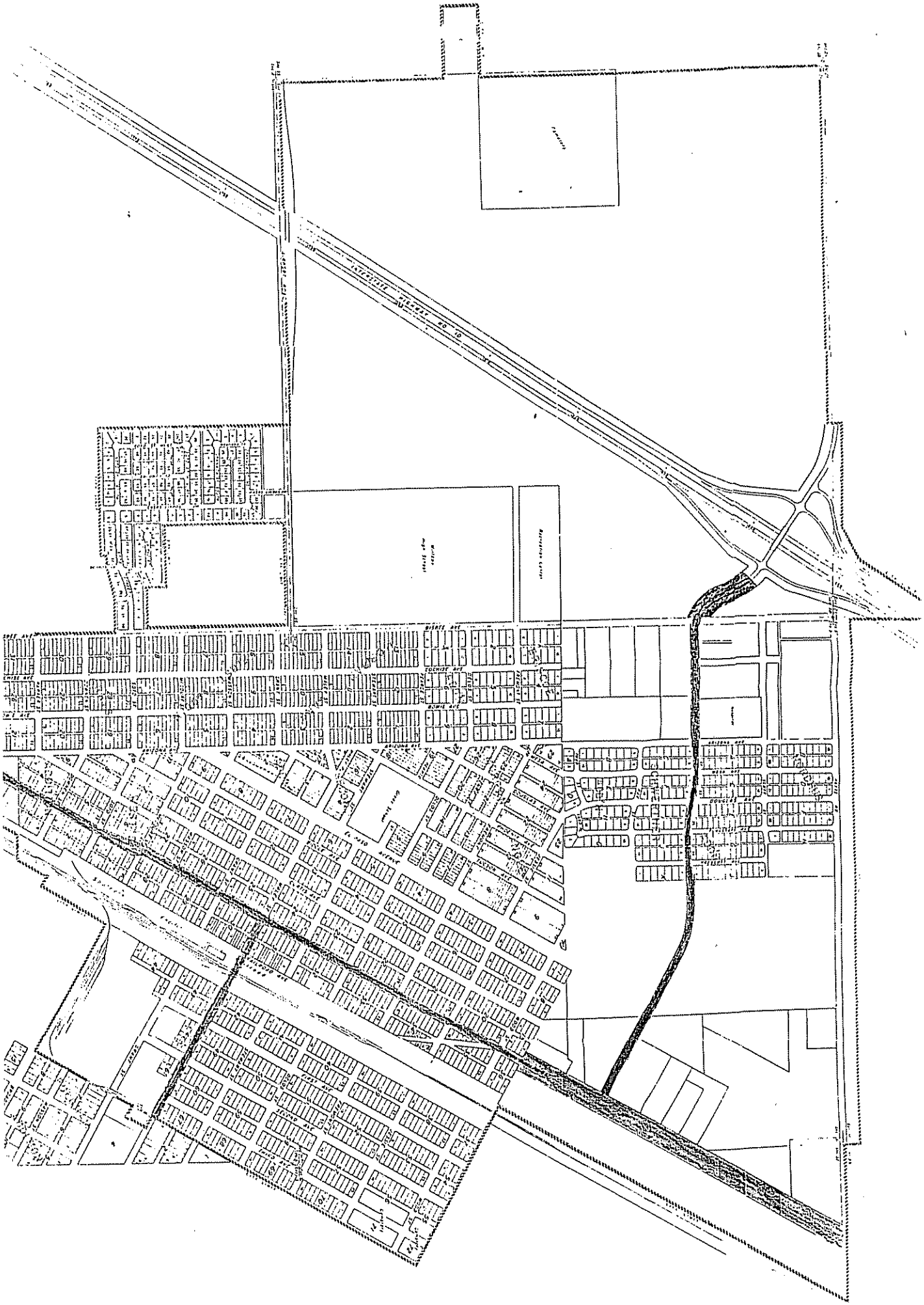
CITY OF WILLCOX

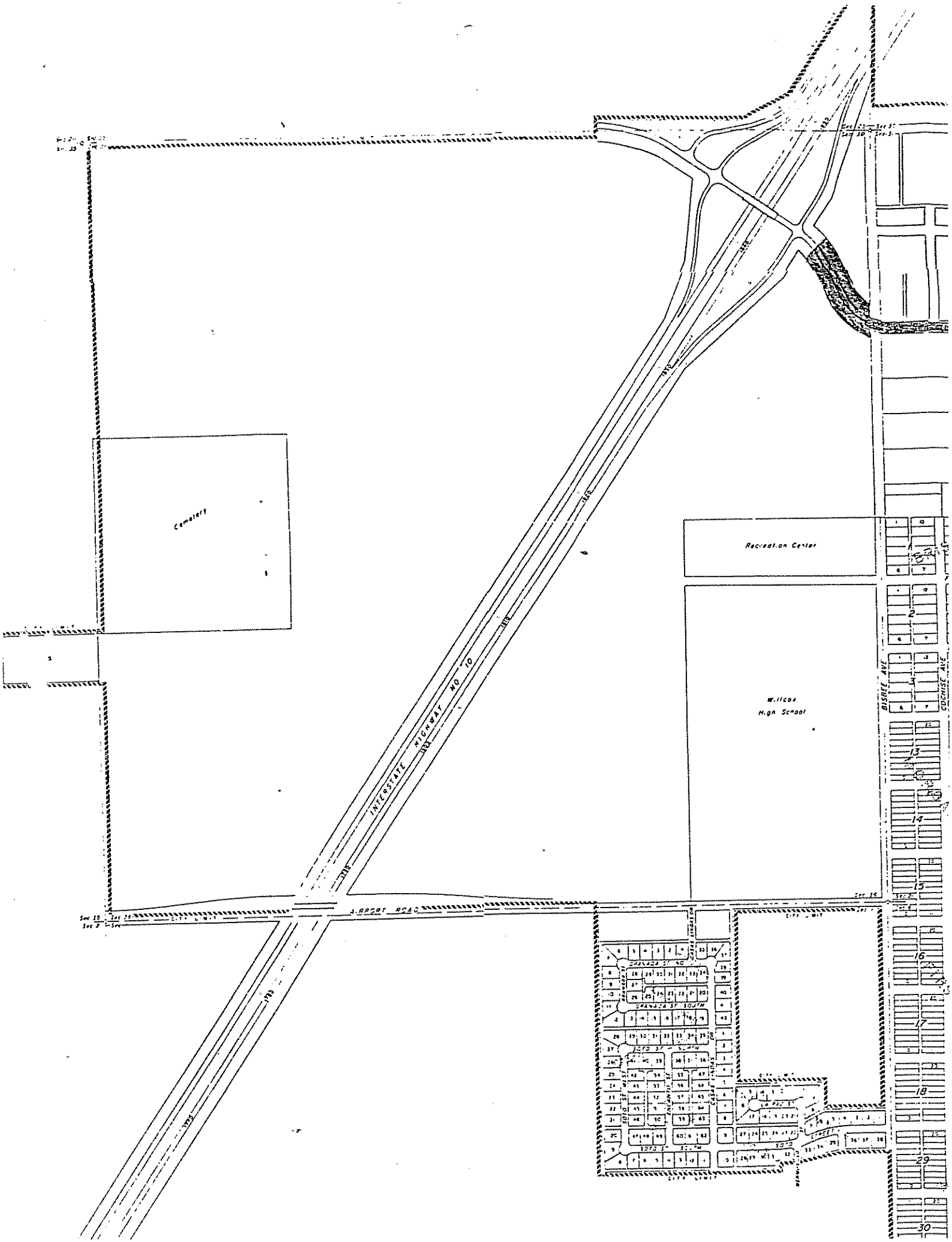
BY: Frances A Thomsen

TITLE: Mayor

ATTEST:

[signature]
CITY CLERK





Cemetery
Recreation Center
Willcox
High School
INTERSTATE HIGHWAY NO 10
AIRPORT ROAD
BISBEE AVE
COCHISE AVE
GRANADA ST NO
GRANADA ST SOUTH
SOTO ST NORTH
SOTO ST SOUTH
CITY LIMIT
1
2
3
13
14
15
16
17
18
29
30

AUTHORIZED POSITION OF ADVERTISING SIGNS

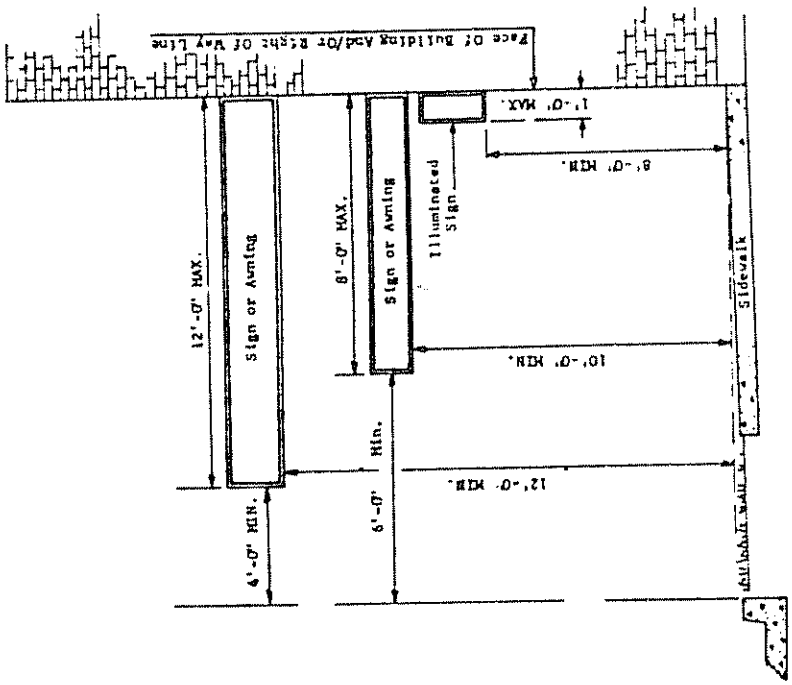
ALONG STATE HIGHWAY RIGHT OF WAY

EXHIBIT "D"

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

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.



PERMIT NEEDED

Amendment — Limits of Liability (Single Limit)

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 59 CBP 208545 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

RECEIVED

APR - 3 1981

G. B. CHIESORGEN
DISTRICT ENGINEER

Effective date ..... Effective hour is the same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE	— (Coverage Part "CGL")
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE	— (Coverage Part "CO/PR")
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE	— (Coverage Part "MC")
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE	— (Coverage Part "OLT")
CONTRACTUAL LIABILITY INSURANCE	— (Coverage Part "K")
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE	— (Coverage Part "OCP")

SCHEDULE

The limit of the company's liability against the following coverages, as afforded under the provisions of each Coverage Part designated by symbol herein, shall be as stated herein, subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Limits of Liability
Bodily Injury Liability and Property Damage Liability	CGL	$500 ,000 each occurrence
	CGL	$500 ,000 aggregate — Division 1
		$,000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability		$,000 each occurrence

Division 1 — Applicable to damages because of **bodily injury** and **property damage** as specified in paragraph (b) in the "Limits of Liability" provision of this endorsement

Division 2 — Applicable to damages because of all **bodily injury** and **property damage** as stated in paragraph (c) in the "Limits of Liability" provision of this endorsement

It is agreed that, with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the "Limits of Liability" provision thereof is amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage,** (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** or **mobile equipment** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability Coverage

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of **bodily injury,** including damages for care and loss of services, and all **property damage** as the result of any one **occurrence;** provided that, with respect to any one **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law, but the separate application of such limit shall not increase the total limit of the company's liability

EXHIBIT "E"

Exhibit "A"

RESOLUTION

Be it resolved on this date, April 22, 1981, 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 CITY OF WILLCOX, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency Agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF WILLCOX and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.

W A Ordway

WILLIAM A. ORDWAY, Director
Department of Transportation

RESOLUTION NO. 56[illegible]

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF WILLCOX, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF BUSINESS ROUTE 10 AND S.R. 186 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, there is a need to provide regular routine maintenance along and within the major highway transportation corridors of the City of Willcox, and

WHEREAS, the City is determined to provide safe transportation corridors to the citizens of Willcox and the general public, and

WHEREAS, the City desires to enhance its image, to reflect its pride in the community, and

WHEREAS, the attached agreement reflects joint participation by the City and State to achieve the aforementioned.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Willcox, that the City enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on being filed with the Secretary of State;

BE IT FURTHER RESOLVED, that the City Manager of Willcox is authorized, empowered and directed to execute said agreement on behalf of the City.

PASSED this 24 day of March, 1981, by the Mayor and Common Council of the City of Willcox, Arizona.

Frances A. Thomsen
Mayor

ATTEST:

Betty Stoddard
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF WILLCOX
DRAWER I
WILLCOX, ARIZONA 85643

APR - 3 1981

Exhibit "A"

DETERMINATION

The Office of the City Attorney of Willcox, Arizona has determined that the City of Willcox is authorized under the laws of the State of Arizona to enter into that agreement entitled Intergovernmental Maintenance Agreement between the State of Arizona and the City of Willcox, Arizona, which Agreement was authorized at the City Council meeting of March 24, 1981 and by Resolution No. 505.

CITY OF WILLCOX

OFFICE OF THE CITY ATTORNEY

BY _____
Its City Attorney

EXHIBIT "B"

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. 81-191, 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 15th day of April, 1981.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division