A.G. CONTRACT NO. 81-583

MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF WINSLOW

NO. 7516
FILED WITH SECRETARY OF STATE
Date Filed 11-18-81
Secretary of State

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 WINSLOW, 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;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activi-

ties be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

SR 87 and Winslow Railroad Underpass
US 66 (EB) and Williamson Avenue
US 66 (WB) and Williamson Avenue

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 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, 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.

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 CITY.

7. It is understood that the list of locations 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 upon such filing.

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 CITY 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

CITY OF WINSLOW

By: _____

Title: Mayor

ATTEST:

_____
City Clerk

Sept. 22, 1981
Date

EXHIBIT "C"

LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF WINSLOW consummated on November 18, 1981 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of location(s) to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____
Chief Deputy State Engineer

CITY OF WINSLOW

By: _____

Title: Mayor

ATTEST:

Lila Graybeal
City Clerk

Date Signed: 9/22/81

RESOLUTION NO. 612

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, DALE NELSON, TO ENTER INTO A MAINTENANCE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF WINSLOW ON BEHALF OF THE CITY OF WINSLOW; AND DECLARING AN EMERGENCY

WHEREAS, the State of Arizona has offered to maintain certain traffic lights and to pay all costs for said lights except the electrical energy costs; and

WHEREAS, it is in the best interests of the City of Winslow to permit the State of Arizona to maintain said traffic lights and impose upon the City of Winslow only the costs of providing the electrical energy therefor; and

WHEREAS, a resolution is necessary to authorize the City Administrator, Dale Nelson, to execute an agreement to provide for the maintenance of the traffic lights as described above; and

WHEREAS, the City Attorney has reviewed the text of the agreement proposed by the State and has found it to be in proper form, and has found that the City is authorized under Arizona law to enter into said agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, as follows:

SECTION I. That Dale Nelson, the City Administrator for the City of Winslow, Arizona, is authorized to enter into the maintenance intergovernmental agreement between the State of

Arizona and the City of Winslow and to execute the same by his signature.

SECTION 2. It being necessary for the preservation of the peace, health, safety and general welfare of the citizens of the City of Winslow that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective upon its passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, this 22nd day of September, 1981.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LAW OFFICES
OF
WARNER G. LEPPIN
ATTORNEY AT LAW
401 KINSLEY AVENUE
WINSLOW, ARIZONA 86047

DALE K. PATTON JR
ASSOCIATE

MAILING ADDRESS P.O. BOX 53
TELEPHONE (602) 289-4636

September 21, 1981

The City of Winslow
P.O. Drawer L
Winslow, Arizona 86047

Re: Maintenance Intergovernmental Agreement Between the State of Arizona and the City of Winslow

Gentlemen:

I have reviewed the above entitled document and have determined that the contractual provisions thereof are in proper form, and that the City is authorized pursuant to Arizona law to enter into said agreement.

Very truly yours,

Warner G. Leppin
City Attorney

WGL:dt

Sec. of State #7514
Date Filed 11/18/81
A.G. #583

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. 81-583, 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 26th day of October, 1981.

ROBERT K. CORBIN
Attorney General

Assistant Attorney General
Transportation Division