A.G. CONTRACT NO. 82-42

IGA 82-12

MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF PEORIA

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 PEORIA, 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 activities 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

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Date Filed 2/5/82
Secretary of State

Sheet 1

highway lighting at the following locations:

US 60 & 91st Avenue
US 60 & 85th Avenue
US 60 & 83rd Avenue
US 60 & Peoria 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 involvments 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

ATTEST:

_____
City Clerk

CITY OF PEORIA

By: _____

Title: City Manager

CERTIFICATE OF RECORDING OFFICER

I, Richard Gomez, the duly appointed, qualified and acting City Clerk of Peoria, Arizona, do hereby certify that the attached extract from the minutes of the regular meeting of the Mayor and Council of the City of Peoria, held on September 22, 1981, is a true and correct copy of the original minutes of such meeting on file and of record insofar as they relate to the matters set forth in the attached extract.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City of Peoria this 6th day of October, 1981.

City Clerk

(SEAL)

CC-341 Murphy Park - SRP Easement

Councilman Gibbs moved to authorize the City Manager to execute the easement document. Motion seconded by Councilman Brown and carried unanimously.

CC-342 New River Greenbelt - Apollo Mobile Park

Councilman Gibbs moved to authorize the City Attorney to prepare a non-exclusive permit/agreement authorizing the development of a greenbelt, with the stipulation that a landscaping plan be developed and brought back to the Council before execution of the document. Motion seconded by Vice-Mayor Buckeye and carried unanimously.

CC-343 Portable Painting Platform

Councilman Brown moved to authorize awarding the bid to Hiway Marking Systems, at a total cost of $11,980.00. Motion seconded by Councilman Gibbs and carried unanimously.

CC-344 Grand Avenue Signalization/Illumination

Councilman Gibbs moved to authorize the City Manager to execute the Agreement as presented. Motion seconded by Councilman Palmer and carried unanimously.

CC-345 Fire Prevention Films

Councilman Gibbs moved to authorize the purchase of approximately $600. for fire prevention films. Motion seconded by Councilman Palmer and carried unanimously.

CC-346 Video Equipment - Police Department

Councilman Gibbs moved to award the bids and authorize the purchase of video equipment, totaling $3,992.05 as recommended. Motion seconded by Councilman Osuna and carried unanimously.

CC-347 Northern Avenue Sewer Line

The City Attorney advised the Council that the City would probably face unfavorable legal problems if other than the low bidder is awarded the contract due to specifications and language used in the bids. His recommendation would be to go along with the Public Works Director and the City Engineer's recommendation. Councilman Brown then moved to award the construction bid to Northern Avenue Contracting Company pursuant to their bid. Motion seconded by Councilman Gibbs and carried unanimously.

M E M O

January 15, 1982

TO: City Manager

FROM: City Attorney

SUBJECT: MAINTENANCE INTERGOVERNMENTAL AGREEMENT

Pursuant to A.R.S. 11-952(D), that agreement entitled Maintenance Intergovernmental Agreement between The State of Arizona and The City of Peoria, concerning the operations and maintenance of traffic signals and/or street lighting at the following locations: US 60 & 91st Avenue, US 60 & 85th Avenue, US 60 & 83rd Avenue, US 60 & Peoria Avenue, has been submitted to this office for review.

It is my opinion, as Peoria City Attorney, that the proposed Agreement is in proper form and is within the powers and authorities granted under the laws of the State of Arizona to the City of Peoria, and complies with all provisions and authorities of the Peoria City Code.

Calvin N. Brice
City Attorney

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. 82-42, 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 27th day of JANUARY, 1982

ROBERT K. CORBIN
Attorney General

James T. Holubar
Assistant Attorney General
Transportation Division