MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF COTTONWOOD

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 TOWN OF COTTONWOOD, hereinafter called "TOWN".

WHEREAS, the STATE is empowered by A.R.S. 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 TOWN is empowered by A.R.S. 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 TOWN.

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 TOWN. This work shall include but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

On US 89A at Main Street
US 89A at 6th Street (Project #S-435-902)

NO. 100445
FILED WITH SECRETARY OF STATE
Date Filed 1-21-85
Secretary of State

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

1. The TOWN, 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 A.R.S. Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1985, 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 TOWN. As pertains to that agreement entitled "Construction Intergovernmental Agreement" for Project #S-435-902, this Maintenance Agreement shall become effective upon completion of said Construction Contract.

7. It is understood that the location 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 being filed with the Secretary of State.

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 Town of Cottonwood is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: _____
Chief Deputy State Engineer

DATE: 21 DEC. 1984

ATTEST:

_____
Town Clerk

Date: 11-20-84

TOWN OF COTTONWOOD

BY: X Donald E Hahn

TITLE: Mayor

DATE: November 20, 1984

Sec of State #10045
I.G. # 84-798
File Date 1/2/85

Maintenance - Traffic Signals

US 89A at Main Street
US 89A at 6th Street

Cottonwood

RESOLUTION

BE IT RESOLVED on this 10th day of December, 1984, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with Cottonwood for the maintenance of traffic signals on State routes within the City.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

W. A. Ordway

W. A. ORDWAY, Director
ARIZONA DEPARTMENT OF TRANSPORTATION

OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 84-798, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the 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 2d day of JANUARY, 1984.

ROBERT K. CORBIN
Attorney General

James L Holubauer
Assistant Attorney General
Transportation Division

EXHIBIT A

AFFIDAVIT

I, Steven L. Thompson, the duly sworn Manager/Clerk of the Town of Cottonwood, Arizona, do hereby affirm that the Town Council of the Town of Cottonwood, Arizona, did, at their Regular Meeting held November 20, 1984, by a majority vote of the Council, enter into an Agreement with the State of Arizona for installation of new traffic signals on US 89A at 6th Street in Cottonwood; and furthermore that the Town Council entered into an Agreement with the State of Arizona for the operation and maintenance of traffic signals and/or highway lighting at US 89A at Main Street and US 89A at 6th Street, both in Cottonwood, Arizona.

I, Steven L. Thompson, further affirm that the Town Council of the Town of Cottonwood, Arizona, authorized Donald E. Hahn, Mayor of the Town of Cottonwood, to execute said Agreements for and on behalf of the Town of Cottonwood, Arizona.

Steven L. Thompson

Steven L. Thompson
Town Manager/Clerk

Date: November 21, 1984

EXHIBIT "B"

APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the TOWN OF COTTONWOOD, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED THIS 5th day of November, 1984.

TOWN OF COTTONWOOD
MANGUM, WALL, STOOPS & WARDEN

BY: Robert B Van Wyk
Town Attorneys

EXHIBIT "C"

LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement AG #84-798, Secretary of State #10045 dated January 21, 1985, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF COTTONWOOD, it is agreed by both parties that the following intersection be added to the existing list of intersections to be operated and maintained as set forth in said Agreement:

SR 279 at Fir Street - MP 299.31

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: Thomas A. Bryant, II.
State Engineer

DATE: 3/17/89

CITY OF COTTONWOOD

BY: [illegible]

TITLE: Mayor

DATE: 3-9-89

Attest:
[illegible]
CITY Clerk

Date: 3/9/89