C. G. CONTRACT NO. 385-1

A.G. CONTRACT NO. 85-158

JPA-85-08

LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT IR-10-3(184)

PHOENIX-CASA GRANDE HIGHWAY

(State Route 187 Traffic Interchange Landscaping)

PINAL COUNTY

THIS AGREEMENT, made this 5th day of April, 1985, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Casa Grande a municipal corporation, thereunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on Interstate 10 from median centerline roadway station 2106+00 to median centerline roadway station 2128+00, a net distance of approximately 0.42 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the Federal Highway Administration for approval.

2. Upon approval, the project will be constructed by the Department of Transportation using State funds and federal funds apportioned to the State of Arizona.

3. The City shall furnish and install necessary water services from existing water mains to the designated locations within the right-of-way from median centerline roadway station 2106+00 to median centerline roadway station 2128+00, at the Arizona Water Company's water service schedule rates, all at Department of Transportation expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape between the right-of-way lines from median centerline roadway station 2106+00 to median centerline roadway station 2128+00, all at City expense.

5. The Department of Transportation shall maintain the landscaping and irrigation system within the right-of-way from median centerline roadway station 2106+00 to median centerline roadway station 2128+00.

6. The Department of Transportation shall furnish all electrical power necessary to maintain the landscaping within the right-of-way from median centerline roadway station 2106+00 to median centerline roadway station 2128+00.

NO. 10150
FILED WITH SECRETARY OF STATE
Date Filed 4-10-85
Secretary of State

7. The City hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

8. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

9. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Casa Grande that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

10. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

11. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____
STATE ENGINEER

CITY OF CASA GRANDE, a municipal corporation

By _____
City Manager

ATTEST:

_____
City Clerk

STATE OF ARIZONA)
: ss.
County of Pinal)

I, Nelda M. Hooker, Clerk of the City of Casa Grande, Arizona, do hereby certify that the following is a true and correct excerpt of the minutes of the City Council meeting held on March 4, 1985:

APPROVAL OF INTERGOVERNMENTAL AGREEMENT FOR LANDSCAPING MAINTENANCE

Facilities Management Director Long recommended Council approval of an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for landscaping maintenance of the interchange at Pinal Avenue (SR-187) and Interstate 10. He added that ADOT will install and maintain the landscaping, but the City will be required to pay for the water used by the irrigation drip system.

RESOLUTION NO. 1451

City Clerk Hooker read by title only Resolution No. 1451 which authorizes execution of an agreement with ADOT, Highways Division, to provide for landscaping maintenance at the interchange of Pinal Avenue and Interstate 10.

Council Member Kenyon moved for adoption of Resolution No. 1451. The motion was seconded by Council Member Salazar and the roll call vote was recorded as follows:

AYES: Council Member Salazar
Council Member Pass
Council Member Kenyon
Council Member Powell
Council Member Eddings
Mayor Pro Tempore Curtis
Mayor Guinn

NAYS: None

The Mayor then declared Resolution No. 1451 passed and adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Casa Grande, Arizona. Done in Casa Grande, Arizona, this 6th day of March, 1985.

Nelda M. Hooker
CITY CLERK

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF CASA GRANDE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 7 day of March, 1985.

MICHAEL F. BEERS
The City Attorney

RESOLUTION

Be it resolved on this date, April 5 1985 I, CHARLES L. MILLER, 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 th Highways Division, and the CITY OF CASA GRANDE, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Casa Grande as bylaw required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

Charles L. Miller

CHARLES L. MILLER, Director
Department of Transportation

RESOLUTION NO. 1451

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, APPROVING A LANDSCAPE MAINTENANCE AGREEMENT WITH ADOT AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

Section 1. Authorization for Execution of Agreement

The execution of an agreement with the Arizona Department of Transportation, Highways Division, for a Landscape Maintenance Agreement for the landscaping at the State Route 187 and Interstate 10 Interchange is hereby approved by the Mayor and Council.

Section 2. Emergency Clause

WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Casa Grande, Arizona, an emergency is declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 4th day of March, 1985.

APPROVED this 4th day of March, 1985, by the affirmative vote of three-fourths of the members of the Council of the City of Casa Grande, Arizona.

Hugh N. Gunn
Mayor

ATTEST:

Nelda M. Hooker
City Clerk

APPROVED AS TO FORM:

Mark J. Beers
City Attorney

STATE OF ARIZONA)
: ss.
County of Pinal)

I, Nelda M. Hooker, Clerk of the City of Casa Grande, hereby certify that the foregoing is a true and correct copy of the original Resolution No. 1451 adopted by the Council of the City of Casa Grande on March 4, 1985.

IN WITNESS WHEREOF, I hereunto set my hand the official seal of the City of Casa Grande, this 6th day of March, 1985.

Nelda M. Hooker
City Clerk

Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 85-158, 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 the proper form and is within the powers and authority granted to 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 25th day of March, 1985.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

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