A. G. Contract No. KR94 0702TRN
ECS File No. JPA 91-129
Project: H 2458 01C
Section: Signal Synchronization
City of Tucson Contract No. 0299-94

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 10 AUGUST, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and Section 28-642 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City, the City of South Tucson, Pima County, the Pima Association of Governments (PAG) and the State desire to participate in the synchronization of certain traffic signals by connecting them to the City's Traffic Management Computer System, at an estimated cost to the State of $20,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

4. This agreement is to establish and provide for maintenance of the interconnection of State owned and operated signals into the City's Traffic Management Computer System.

NO. 18814
FILED WITH SECRETARY OF STATE
Date Filed 08/10/94
Richard Mahoney
Secretary of State
By Vicky Greenwood

5. The State signalized intersections to be synchronized are:

Ajo Way/I-19	Oracle Road/Rudasill Road
Ajo Way/16th Avenue	Palo Verde Road/Benson Hwy
Alvernon Way/Benson Hwy	Palo Verde Road/I-10
Irvington Rd./Palo Verde Rd.	Valencia Road/I-10
Oracle Road/Ina Road	Ina Road/I-19
Oracle Road/Magee Road	Oracle Rd./Orange Grove Rd.
Miracle Mile/I-10	Prince Road/I-10

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

a. Be the lead agency for the Project. Contract as appropriate with other members of the PAG to obtain and administer a grant from the Arizona Department of Environmental Quality for connecting the various City, County, South Tucson and State signals into the City's Traffic Management Computer System. Said contracts are attached hereto and incorporated herein as Exhibit A.

b. Develop and provide to the State for approval timing plans and recommendations regarding modification to the controller timing as may be required to provide for control of each signal's operation.

c. Make necessary arrangements with US West to provide and install the communications lines for each State signal above listed. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Accomplish the necessary connections between the communications link provided by US West and the State's signal controller cabinets, including conduit, communications wire and surge suppression.

e. Provide the necessary communication hardware for both the signal cabinets and at the master computer to allow for control and monitoring functions at each location. Provide all necessary wiring harnesses to connect the signal equipment.

f. Install and field tune the timing plans, and install cabinet wiring necessary to provide control and monitoring capabilities at each location.

g. Retain vested title to newly installed synchronization electronic interface equipment and provide maintenance to and replacement of same.

h. Invoice the State for the State's portion of the Project, in an amount not to exceed $20,000.00.

2. The State will:

a. Review and approve the City signal timing plans, and the City plans for the modifications of the controllers.

b. Obtain a graphics work station, at an approximate cost of $15,000.00, which will interface with the City's system for monitoring activities.

c. Provide access to the signal cabinets and a cabinet wiring schematic and "as built" of each intersection cabinet as required.

d. Provide assistance as is reasonably available and as may be required in preparing the cabinets for synchronization connections. Be responsible for any contractor claims for extra compensation attributable to the State.

e. Participate in the Project in an amount not to exceed $20,000.00, and pay the City within 30 days after receipt and approval of invoice(s).

f. Retain vested title in and provide maintenance to all existing State traffic signal control equipment. Such maintenance shall be accomplished with the State's own forces or as may be separately contracted. Provide maintenance to the signals and controllers, except as specified in II.1.g. above.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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

CITY OF TUCSON

By George Miller
GEORGE MILLER
Mayor

STATE OF ARIZONA
Department of Transportation

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

ATTEST

By Kathleen S. Detrick
KATHLEEN S. DETRICK
City Clerk

336
23may

JPA 91-129

RESOLUTION

BE IT RESOLVED on this 1st day of April 1994, that I, the undersigned LARRY S. BONINE, as Director of the 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, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design and construction of a traffic signal synchronization (Traffic Management Computer) system.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

for: LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

JUN 27 1994

RESOLUTION NO. 16641

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INTEGRATION OF ARIZONA DEPARTMENT OF TRANSPORTATION SIGNALS INTO THE TRAFFIC MANAGEMENT SYSTEM.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona for the integration of Arizona Department of Transportation signals into the traffic management system, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

CITY CLERK'S NOTE
This item adopted 6/27/94 WITHOUT the emergency clause: reconsidered on 7/5/94 and adopted WITH emergency clause by a 6 to 0 vote.

JPA 91-129

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13 day of June, 1994.

City Attorney

EXHIBIT "A" TO
RESOLUTION NO. 15558
CITY OF TUCSON CONTRACT NO. 0335-91

INTERGOVERNMENTAL AGREEMENT

FOR

TUCSON URBAN GATEWAY SIGNAL COORDINATION PROJECT

THIS INTERGOVERNMENTAL AGREEMENT, entered into

Title 11, Chapter 7, Article 3 A.R.S., by and between

The City of Tucson, a municipal corporation, hereinafter sometimes referred to as the CITY,

-and-

Pima Association of Governments, Pima County Arizona, hereinafter sometimes referred to as PAG

W I T N E S S E T H:

WHEREAS, the CITY is empowered and authorized to contract by Tucson Charter, Chapter IX. Sec. 1, and A.R.S. Sec. S9-276A.1 to lay out and improve streets; and

WHEREAS, the CITY and PAG may contract for services and enter into agreements with one another for joint or cooperation action pursuant to the provisions of A.R.S. Sec. 11-961, et seq.; and

WHEREAS, the CITY and PAG may contract for services and enter into agreements with one another for joint or cooperative action pursuant to the provisions of A.R.S. Sec. 11-961, et seq.; and

WHEREAS, the CITY and PAG desire to conduct a project to incorporate signals within the County of Pima into the CITY'S Traffic Management Computer System for the purpose of improving signal operations and air quality; and

WHEREAS, PAG and the State of Arizona have entered into an Intergovernmental Agreement hereafter referred to as the State IGA and incorporated herein; and

NOW, THEREFORE, the CITY and PAG, pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to provide for the confirmation of agreements leading to the initiation and conducting of a project to incorporate signals owned and operated by jurisdictions within the County of Pima, into the City of Tucson's Traffic Management Computer System for the purpose of signal coordination.

SECTION 2. MANNER OF FINANCING AND BUDGETING

The CITY shall keep a record of all expenses and costs involved in the conduct and completion of the project. The CITY shall, in turn, bill PAG at intervals of no less than thirty (30) days for expenses incurred in the billing period. PAG shall reimburse the CITY within a thirty (30) day period after receipt.

This Agreement and all obligations upon the CITY or PAG, arising therefrom, shall be subject to any limitations imposed by budgetary law or other applicable state or local law or regulation by the State IGA.

SECTION 3. OBLIGATIONS OF PIMA ASSOCIATION OF GOVERNMENTS

A. PAG shall enter into an Agreement with the State of Arizona, Department of Environmental Quality for the funding of seventy two thousand dollars ($ 72,000.00). Upon approval and acceptance of the Agreement by the CITY and the PAG Executive Committee, PAG shall formally request that funds from Pima County and the Arizona Department of Transportation, as noted in the Intergovernmental Agreements between these jurisdictions and the CITY, be deposited with PAG for the purposes of execution of the Agreement.

B. PAG shall reimburse the CITY for costs and expenses incurred in the conduct of the project and in accordance with provisions and conditions specified in the State IGA. These costs and expenses shall not exceed ninety five thousand dollars ($ 95,000.00).

C. PAG shall provide administrative services as required by and within the purview of the State IGA and grant application.

SECTION 4. OBLIGATIONS OF THE CITY

A. The CITY shall provide services for, or enter into any contract arrangements required to complete the project as specified in the State IGA and grant application.

8961 1697

B. The CITY shall provide twelve thousand five hundred thirteen dollars and ninety-nine cents ($ 12,513.99) in in-kind services and/or materials as its contribution to completion of the project. The CITY shall provide PAG with periodic reports on the expenditure of its contribution.

SECTION 5. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon its filing in the Office of the Pima County Recorder and shall continue in effect until all work to be performed hereunder is completed or on November 30, 1991, whichever comes first.

SECTION 6. LIMITATIONS OF LIABILITY

Each party shall be solely responsible for its own acts or omissions by reason of its operation under this Agreement.

SECTION 7. HUMAN RELATIONS

Where applicable, both parties agree to comply with the City of Tucson human relations contracting provisions as set forth in Section 17-21 of the Tucson Code.

IN WITNESS WHEREOF, the CITY AND PAG, by their respective officers authorized so to do, have executed this Agreement to be effective as set forth in Section 5 above.

DATE; This _____ day of JAN 07 1991.

CITY OF TUCSON, a municipal corporation

COUNTERSIGNED;

Dan Cole Delcient
City Clerk

BY: _____
Thomas J. Volgy
Mayor

APPROVED AS TO FORM:

_____
Assistant City Attorney

REVIEWED BY;

Thomas J. Wilson
City Manager

APPROVED AS TO FORM;

Pima Association of Governments

PIMA ASSOCIATION OF GOVERNMENTS

BY:

8861 1699

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the PIMA ASSOCIATION OF GOVERNMENTS, and the CITY OF TUCSON 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 December, 1990.

CITY OF TUCSON

By _____
Assistant City Attorney

EXHIBIT "C" TO
RESOLUTION NO. 15558
CITY OF TUCSON CONTRACT NO. 0337-91

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into pursuant to A.R.S. Title 11, Chapter 7, Article 3, by and between

The CITY OF TUCSON, a municipal corporation, hereinafter sometimes referred to as the CITY.

-and-

The CITY OF SOUTH TUCSON, a municipal corporation hereinafter sometimes referred to as SOUTH TUCSON.

W I T N E S S E T H:

WHEREAS, the CITY is empowered and authorized to contract by Tucson Charter Chapter IX, Section 1, and by A.R.S. Section 9-276A(1) to lay out and improve streets; and

WHEREAS, South Tucson is empowered and authorized to contract by A.R.S. 9-672 to provide for improvement of streets; and

WHEREAS, the CITY AND SOUTH TUCSON may contract for services and enter into Agreements with one another for joint or cooperative action pursuant to the provisions of A.R.S. Section 11-951, et seq.; and

WHEREAS, the CITY AND SOUTH TUCSON are desirous of synchronizing certain SOUTH TUCSON traffic signals by connecting them into the CITY'S computer system.

NOW THEREFORE, the CITY AND SOUTH TUCSON pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

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SECTION 1. Purpose

The purpose of this Agreement is to establish and maintain the interconnected SOUTH TUCSON owned and operated signals into the CITY'S master signal synchronization computer and to provide for the sharing of costs associated with the project. The SOUTH TUCSON'S signalized intersections to be synchronized are:

29th/4th
29th/10th

SECTION 2. MANNER OF FINANCING AND BUDGETING

The parties shall estimate the total costs and expenses of construction of each interconnect contemplated to be made hereunder. The total costs of all such interconnects specified in Section 1 will be shared as set forth in Section 3. Subject to budgetary approval and annual appropriation of funds, each jurisdiction will provide its share through construction services, materials, or dollars as they may in each instance agree. Both the CITY and SOUTH TUCSON represent that they have sufficient funds and budgetary capacity within their current annual budget to fulfill their respective obligations as set forth in the terms of this agreement.

SECTION 3. OBLIGATION OF THE PARTIES FOR INITIAL INSTALLATION

A. The CITY shall contract with Pima Association of Governments (PAG) to obtain and administer a grant from Arizona Department of Environmental Quality for the purpose of connecting various Pima County, City of South Tucson, and State of Arizona owned and operated signals, to the City's Traffic Management Computer System.

B. The CITY shall obtain and/or make the necessary arrangements to provide the following; the cost of which will be paid for by funds from the grant and various agencies:

1. make the necessary arrangements with US West to provide and install the communications lines for each SOUTH TUCSON signal as indicated in Section 1,

8961 1703

2. shall install, or contract to have installed, the necessary interconnections between the communication link provided by U.S. West and SOUTH TUCSON'S signal controller cabinet, including conduit, communications wire, and surge suppressors,

3. shall provide the necessary communication hardware both for the signal cabinet and at the master computer to allow for control and monitoring functions at each location,

4. shall provide, or contract to provide, all wiring harnesses necessary to connect the signal equipment to the communications hardware and lines.

C. The CITY shall provide the following services as it's contribution to the project and with no changes to the grant or contributed funds for the locations specified in Section 1:

1. the CITY shall install the cabinet wiring necessary to provide control and monitoring capabilities at each location,

2. the CITY shall develop and provide the computer timing plans, and when necessary, provide recommendations regarding modification to the controller timing required to provide for control of each signal's operation,

3. the CITY shall install and field tune the timing plans developed under C-2.

D. SOUTH TUCSON shall provide for or perform the following:

1. SOUTH TUCSON shall provide for access to the signal cabinets and provide the CITY with a cabinet wiring schematic and "as built" of each intersection as required,

2. SOUTH TUCSON shall provide, at no cost to either the CITY or PAG, assistance as needed in preparing the cabinets for connection.

8961 1704

SECTION 4. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party not less than sixty (60) days prior to the termination date, which shall be designated in the notice. In the event of such termination, each party shall be liable for their proportionate share of the costs and expenses incurred prior to the specified termination date and which arise out of the performance of activities required by this Agreement.

SECTION 5. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon the date the Agreement is filed with the County Recorder of Pima County and shall terminate upon completion of the work set forth herein and final accounting and settlement between the parties unless terminated earlier as provided in Section 4. This Agreement shall also terminate in the event that the work contemplated herein shall not be completed within the current fiscal year of either party and the governing body of either party does not provide further budgetary approval and annual appropriation of funds for such work.

SECTION 6. VESTING OF TITLE AND MAINTENANCE OF COUNTY TRAFFIC SIGNAL EQUIPMENT AND CITY INTERFACE EQUIPMENT

Upon completion of the installation of the interface equipment contemplated herein, the CITY shall retain vested title to electronic interface equipment and shall be responsible for the maintenance and replacement of same. SOUTH TUCSON shall retain vested title to all traffic signal control equipment and shall be responsible for the maintenance of same, including the monthly power and telephone charges. The CITY'S equipment will interface with SOUTH TUCSON traffic signal control equipment's force off1, force off2, and main phase hold inputs for the green signal only and only for synchronization purposes.

All signal synchronization timing patterns involving CITY and SOUTH TUCSON intersections will be forwarded to SOUTH TUCSON for their written approval prior to implementation into the master computer system.

SOUTH TUCSON shall retain the responsibility for all signal controller settings and traffic signal maintenance not associated with the electronic interface equipment.

SECTION 7. LIMITATION OF LIABILITY

Each party shall hold the other party harmless against and be solely responsible for its own acts or omissions by reason of its operations under this Agreement. Each party represents that it shall maintain, for the duration of this Agreement, policies of public liability insurance covering all of their operations undertaken in implementation of this Agreement, providing bodily injury limits of not less than Five Hundred Thousand ($500,000.00) Dollars for any one person; of not less than One Million (1,000,000.00) Dollars for any one occurrence; and property damage liability to a limit of not less than One Hundred Thousand ($100,000.00) Dollars. The parties may fulfill the obligations of this Section by programs of self insurance providing equivalent coverage.

SECTION 8. EQUAL EMPLOYMENT OPPORTUNITY

The parties agree to comply with the provisions of Section 17-21 of the Tucson Code.

SECTION 9. ARBITRATION

The parties agree to an arbitration as provided in A.R.S. Section 12-1501, et seq. to resolve disputes involving the interpretation and performance of the terms set forth in this Agreement.

SECTION 10. AMENDMENTS TO INTERSECTION LIST

It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "A", with all other conditions set forth remaining in effect.

SECTION 11. LEGAL JURISDICTION

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of either the CITY or SOUTH TUCSON.

SECTION 12. CANCELLATION OF A POLITICAL SUBDIVISION AND STATE CONTRACTS

This Intergovernmental Agreement is subject to A.R.S. Section 58-511.

APPROVED AS TO FORM:

for City Attorney

COUNTERSIGNED:

City Clerk

CITY OF TUCSON, a
municipal corporation

By
Thomas J. Volgy
Mayor

CITY OF SOUTH TUCSON, a
corporation

By:

REVIEWED BY:

CITY OF SOUTH TUCSON

ATTEST

EXHIBIT B TO INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH TUCSON

Pursuant to A.R.S. Section 11-952D, the undersigned Assistant City Attorney has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers of the authority of the City of Tucson as granted under the laws of this State.

DATED this 4th day of December, 1990.

Assistant City Attorney

CONTRACT
NO. 21-04-T-114336-0391
AMENDMENT NO.
This number must appear on all invoices, correspondence, and documents pertaining to this contract.

EXHIBIT "D" TO
RESOLUTION NO. 15558
CITY OF TUCSON CONTRACT NO. 0338-91

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into pursuant to A.R.S. Title 11, Chapter 7, Article 3, by and between

The CITY OF TUCSON, a municipal corporation, hereinafter sometimes referred to as the CITY.

-and-

The COUNTY OF PIMA, a body politic and political subdivision of the State of Arizona, hereinafter sometimes referred to as the COUNTY.

W I T N E S S E T H:

WHEREAS the CITY is empowered and authorized to contract by Tucson Charter Chapter IX, Section 1, and by A.R.S. Section 9-276A(1) to lay out and improve streets; and

WHEREAS, the County Board of Supervisors is empowered by A.R.S. Section 11-201 to enter into contracts on behalf of County Departments, and by A.R.S. Section 11-251(4), to lay out, maintain, control and manage public roads and bridges in the County; and

WHEREAS, the CITY AND COUNTY may contract for services and enter into Agreements with one another for joint or cooperative action pursuant to the provisions of A.R.S. Section 11-951, et seq.; and

WHEREAS, the CITY AND COUNTY are desirous of synchronizing certain COUNTY traffic signals by connecting them into the CITY'S computer system.

NOW THEREFORE, the CITY and COUNTY pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

SECTION 1. Purpose

The purpose of this Agreement is to establish and maintain the interconnected COUNTY owned and operated signals into the CITY'S master signal synchronization computer and to provide for the sharing of costs associated with the project. The COUNTY signalized intersections to be synchronized are:

Ajo Way/Alvernon Way
Ajo Way/Palo Verde
Irvington /Alvernon Way
River/Campbell
River/Craycroft
River/First
River/Flowing Wells
River/Swan
River/Via Entrada
Wetmore/Flowing Wells
Palo Verde/Veterans

SECTION 2. MANNER OF FINANCING AND BUDGETING

The parties shall estimate the total costs and expenses of construction of each interconnect contemplated to be made hereunder. The total costs of all such interconnects specified in Section 1 will be shared as set forth in Section 3. Subject to budgetary approval and annual appropriation of funds, each jurisdiction will provide its share through construction services, materials, or dollars as they may in each instance agree. Both the CITY and the COUNTY represent that they have sufficient funds and budgetary capacity within their current annual budget to fulfill their respective obligations as set forth in the terms of this agreement.

SECTION 3. OBLIGATION OF THE PARTIES FOR INITIAL INSTALLATION

A. The CITY shall contract with Pima Association of Governments (PAG) to obtain and administer a grant from Arizona Department of Environmental Quality for the purpose of connecting various Pima County, City of South Tucson, and State of Arizona owned and operated signals, to the City's Traffic Management Computer System.

B. The CITY shall obtain and/or make the necessary arrangements to provide the following; the cost of which will be paid for by funds from the grant and various agencies:

1. make the necessary arrangements with US West to provide and install the communications lines for each COUNTY signal as indicated in Section 1,

2. shall install, or contract to have installed, the necessary interconnections between the communication link provided by U.S. West and the COUNTY'S signal controller cabinet, including conduit, communications wire, and surge suppressors,

3. shall provide the necessary communication hardware both for the signal cabinet and at the master computer to allow for control and monitoring functions at each location,

4. shall provide, or contract to provide, all wiring harnesses necessary to connect the signal equipment to the communications hardware and lines.

5. shall insure that all work provided for under this section shall be of highest quality of workmanship.

C. The CITY shall provide the following services as its contribution to the project and with no changes to the grant or contributed funds for the locations specified in Section 1:

1. the CITY shall install the cabinet wiring necessary to provide control and monitoring capabilities at each location in a neat and easy to trace manner,

2. the CITY shall develop and provide the computer timing plans, and when necessary, provide recommendations regarding modification to the controller timing required to provide for control of each signal's operation,

3. the CITY shall install and field tune the timing plans developed under C-2. These plans will be submitted to the County for approval prior to permanent operation per Section 6. The COUNTY may, at its discretion, assist in the installation and fine tuning of the intersection timing. The CITY shall inform the COUNTY as to when such work is being performed to allow for their participation.

D. The COUNTY shall provide for or perform the following:

1. upon notification by PAG that the grant noted in A has been funded, the County shall provide $8,000 to PAG as its contribution toward the project,

2. the COUNTY shall provide for access to the signal cabinets and provide the CITY with a cabinet wiring schematic and "as built" of each intersection as required,

3. the COUNTY shall provide, at no cost to either the CITY or PAG, assistance as needed in preparing the cabinets for connection.

SECTION 4. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party not less than sixty (60) days prior to the termination date, which shall be designated in the notice. In the event of such termination, each party shall be liable for their proportionate share of the costs and expenses incurred prior to the specified termination date and which arise out of the performance of activities required by this Agreement.

SECTION 5. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon the date the Agreement is filed with the County Recorder of Pima County and shall terminate upon completion of the work set forth herein and final accounting and settlement between the parties unless terminated earlier as provided in Section 4. This Agreement shall also terminate in the event that the work contemplated herein shall not be completed within the current fiscal year of either party and the governing body of either party does not provide further budgetary approval and annual appropriation of funds for such work.

SECTION 6. VESTING OF TITLE AND MAINTENANCE OF COUNTY TRAFFIC SIGNAL EQUIPMENT AND CITY INTERFACE EQUIPMENT

Upon completion of the installation of the interface equipment contemplated herein, the CITY shall retain vested title to electronic interface equipment and shall be responsible for the maintenance and replacement of same. The COUNTY shall retain vested title to all traffic signal control equipment and shall be responsible for the maintenance of same, including the monthly power and telephone charges. The CITY'S equipment will interface with the COUNTY traffic signal control equipment's force off1, force off2, and main phase hold inputs for the green signal only and only for synchronization purposes.

All signal synchronization timing patterns involving CITY and COUNTY intersections will be forwarded to the COUNTY for their written approval prior to implementation into the master computer system.

The COUNTY shall retain the responsibility for all signal controller settings and traffic signal maintenance not associated with the electronic interface equipment.

SECTION 7. LIMITATION OF LIABILITY

Each party shall hold the other party harmless against and be solely responsible for its own acts or omissions by reason of its operations under this Agreement. Each party represents that it shall maintain, for the duration of this Agreement, policies of public liability insurance covering all of their operations undertaken in implementation of this Agreement, providing bodily injury limits of not less than Five Hundred Thousand ($500,000.00) Dollars for any one person; of not less than One Million (1,000,000.00) Dollars for any one occurrence; and property damage liability to a limit of not less than One Hundred Thousand ($100,000.00) Dollars. The parties may fulfill the obligations of this Section by programs of self insurance providing equivalent coverage.

SECTION 8. EQUAL EMPLOYMENT OPPORTUNITY

The parties agree to comply with Pima County Ordinance No. 1974-10 and, where not inconsistent therewith, the provisions of Section 17-21 of the Tucson Code.

SECTION 9. ARBITRATION

The parties agree to an arbitration as provided in A.R.S. Section 12-1501, et seq. to resolve disputes involving the interpretation and performance of the terms set forth in this Agreement.

SECTION 10. AMENDMENTS TO INTERSECTION LIST

It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "A", with all other conditions set forth remaining in effect.

SECTION 11. LEGAL JURISDICTION

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of either the CITY or the COUNTY.

SECTION 12. CANCELLATION OF POLITICAL SUBDIVISION AND STATE CONTRACTS

This Intergovernmental Agreement is subject to ARS 58-511.

CITY OF TUCSON, a
municipal corporation

By _____
Thomas J. Volgy
Mayor

COUNTERSIGNED:

_____
City Clerk

APPROVED AS TO FORM:

_____
for City Attorney

PIMA COUNTY, a body
politic and corporate

By: Reg Manso
Chairman Board of
Supervisors

APR 2 1991

REVIEWED BY:

PIMA COUNTY DEPARTMENT
OF TRANSPORTATION

Director

ATTEST:

Clerk of the Board of Supervisors

The foregoing Intergovernmental Agreement has been reviewed this 8th day of February, 1991, pursuant to A.R.S. Section 11-952 by the undersigned Deputy Pima County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Pima County Attorney.

Deputy Pima County Attorney

RECORDED BY: NTS
DEPUTY RECORDER
2100 RD17

CCCLK
TUCSON CITY CLERK

255 W ALAMEDA
TUCSON AZ 85701

DOCKET: 9032
PAGE: 823
NO. OF PAGES: 11
SEQUENCE: 91052180
05/06/91
RES 10:44:00

PICKUP
TOTAL $ 6.00

RESOLUTION AND ORDER NO.1991- 64

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY AND THE CITY OF TUCSON, WHICH AGREEMENT PROVIDES FOR THE INTERCONNECTION OF COUNTY OWNED AND OPERATED TRAFFIC SIGNALS INTO THE CITY OF TUCSON MASTER SIGNAL SYNCHRONIZATION COMPUTER SYSTEM PROGRAM AS PART OF THE TUCSON URBAN GATEWAY SIGNAL COORDINATION PROJECT.

WHEREAS, it is deemed to be in the public interest to establish an Agreement with the City of Tucson for the interconnection of County owned and operated signals into the City of Tucson master signal synchronization computer system program; and

WHEREAS, the City of Tucson is empowered and authorized to contract by Tucson Charter Chapter IX, Section 1, and by A.R.S. Sec. 9-276A[1] to lay out and improve streets; and

WHEREAS, the County Board of Supervisors is empowered by A.R.S. Sec. 11-201 to enter into contracts on behalf of County Departments, and by A.R.S. Sec. 11-251[4], to lay out, maintain, control and manage public roads and bridges in the County; and

WHEREAS, the CITY and County may contract for services and enter into Agreements with one another for joint or cooperative action pursuant to the provisions of A.R.S. Section 11-951, et seq.;and

WHEREAS, The City and County are desirous of synchronizing certain County traffic signals by connecting them into the City of Tucson computer system program.

NOW, Therefore, Upon motion duly made, seconded, and carried,

BE IT RESOLVED;

That PIMA COUNTY enter into an agreement with the City of Tucson to set forth the general terms and conditions for the interconnection of County owned and operated signals into the City of Tucson master signal synchronization computer system program in accordance with the attached Agreement.

THAT the Chairman of the Board is hereby authorized and directed to sign the said Agreement for the Pima County Board of Supervisors.

PASSED, ADOPTED, AND APPROVED THIS _____ DAY OF APR 2 1991.

PIMA COUNTY BOARD OF SUPERVISORS

Reg Massey

CHAIRMAN

APR 2 1991

ATTEST:

Jane S. Williams

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Christine C. Curtis 2-28-91

Deputy County Attorney

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EXHIBIT A TO THE INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY

LETTER ADDENDUM

In accordance with Section 10 of the Agreement for the coordination of traffic signals between the COUNTY OF PIMA and the CITY OF TUCSON consummated on _____, 1990, it is agreed by both parties that the following intersection(s) be added to, or deleted from, the existing list of intersections to be coordinated as set forth in said Agreement.

COUNTY OF PIMA

By:_____

Date:_____

CITY OF TUCSON
THOMAS J. WILSON, CITY MANAGER

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

Date:_____

EXHIBIT B TO INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY

Pursuant to A.R.S. Section 11-952D, the undersigned Assistant City Attorney has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers of the authority of the City of Tucson as granted under the laws of this State.

DATED this ___ day of _____, 1990.

Assistant City Attorney

SECTION 5. The Mayor is hereby authorized and directe to execute the said Intergovernmental Agreements for and on behalf of the City of Tucson, and the City Clerk is directed to attest the same.

SECTION 6. The various City officers and employees ar authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona JAN 07 1991.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED BY:

CITY MANAGER

NWL:rsj
12/18/90

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0702-TRN, 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 5th day of August, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G