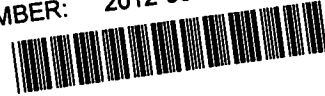




**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER**

DATE/TIME: 07/16/2012 1055
FEE: \$0.00
PAGES: 9
FEE NUMBER: 2012-060039



When recorded, return to:
Clerk of the Board
Pinal County Board of Supervisors
P. O. Box 827
Florence, AZ 85232

RESOLUTION NO. 071112-GA12-001

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
ELOY TO DEFINE RESPONSIBILITIES FOR MAINTENANCE OF
HANNA ROAD, FROM LA PALMA ROAD TO ELEVEN MILE CORNER
ROAD, AND FROM ELEVEN MILE CORNER ROAD TO ESTRELLA
ROAD.**

WHEREAS, Pinal County and the City of Eloy have determined the need to define responsibilities for maintenance of Hanna Road, from La Palma Road to Eleven Mile Corner Road, and from Eleven Mile Corner Road to Estrella Road.

WHEREAS, Pinal County and the City of Eloy desire to enter into an intergovernmental agreement to define said responsibilities and financial commitments.

WHEREAS, the intergovernmental agreement, as presented to the Pinal County Board of Supervisors herewith, defines the responsibilities of Pinal County and the City of Eloy for said maintenance and establishes Pinal County's Cost share at \$307,500 and the City of Eloy's cost share at \$272,500.

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into an intergovernmental agreement with the City Of Eloy.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into an intergovernmental agreement with The City of Eloy to define responsibilities for maintenance of Hanna Road, from La Palma Road to Eleven Mile Corner Road, and from Eleven Mile Corner Road to Estrella Road, and to establish Pinal County's cost share at \$307,500 and the City of Eloy's cost share at \$272,500.

PASSED AND ADOPTED this 11th day of July,
2012, by the PINAL COUNTY BOARD OF SUPERVISORS.

David Snider

Chairman of the Board

ATTEST:

Alicia M.
Deputy Clerk of the Board



INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE CITY OF ELOY TO DEFINE RESPONSIBILITIES FOR ROAD MAINTENANCE OF HANNA ROAD FROM LA PALMA ROAD TO ELEVEN MILE CORNER ROAD AND ELEVEN MILE CORNER ROAD TO ESTRELLA ROAD.

THIS AGREEMENT is entered into this 11th day of July, 2012, by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and the City of Eloy, a municipal corporation of the State of Arizona, hereinafter referred to as "Eloy."

I. RECITALS

- A. Pinal and Eloy are empowered by A.R.S. § 11-951 et seq. to enter into intergovernmental agreements for joint or cooperative action.
- B. Pursuant to A.R.S. § 11-251 and § 28-6707, Pinal has authority to improve streets and highways within its jurisdiction and may cooperate with cities and towns in the construction of improvements to streets and highways lying within their jurisdiction, and Pinal, by resolution, a copy of which is attached hereto and made a part hereof, has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Pinal.
- C. Pursuant to A.R.S. § 9-240 and § 9-276, Eloy has authority to improve streets and highways within its corporate limits, and Eloy, by resolution, a copy of which is attached hereto and made a part hereof, has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Eloy.
- D. For the safety and welfare of the public, the parties hereto desire to improve Hanna Road from La Palma Road to Eleven Mile Corner Road, and Eleven Mile Corner Road to Estrella Road, hereinafter referred to as "Project" which is located within the jurisdictions of Pinal and Eloy.

II. SCOPE OF WORK

The Project shall be administered by Pinal during the construction period scheduled from July 9, 2012, through October 31, 2012, and consists of the following:

A. Hanna Road – La Palma Road to Eleven Mile Corner Road: Asphalt Rock Dust Palliative (ARDP), being MC800-TR10 with HVT Chip and CRS-2P with LVT Chip on 6" cement stabilized base (2 miles = 1.25 miles Eloy and 0.75 miles Pinal County)

B. Hanna Road – Eleven Mile Corner Road to Estrella Road – ARDP, being MC-800-TR10 with HVT Chip and CRS-2P with LVT Chip (2 miles = 0.5 miles Eloy and 1.5 miles Pinal County)

III. FUNDING

The total estimated cost for the Project is \$580,000. Pinal and the City of Eloy agree to share in the total cost of Project as follows:

- A. Pinal's estimated cost share is \$307,500 as payment for that portion of the Project within Pinal's jurisdiction. Pinal's cost share shall be funded by revenues from Pinal County Transportation Excise Tax for Supervisory District Number 1.
- A. Eloy's estimated cost share is \$272,500 as payment for that portion of the Project within Eloy's jurisdiction. Eloy's estimated cost share of \$272,500 is due and payable to the Pinal County Treasurer on or before June 30, 2013.
- B. Any difference between estimated and actual Project cost shall be settled by Pinal invoicing Eloy for its share of any additional amounts due, or Pinal shall refund Eloy for any overpayment.
- D. Prior to start of the construction, if funds are not allocated and available for construction, this Agreement may be terminated by Pinal or Eloy. No liability shall accrue to Pinal or Eloy in the event this provision is exercised, and Pinal and Eloy shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IV. AGREEMENT

- A. Pinal shall:
 - 1. Provide the necessary manpower, equipment, and materials associated with the application of asphaltic materials including but not limited to penetration oil/aggregate chip and seal coat/aggregate chip for Project.

2. Notify Arizona Blue Stake Center for location and identification of any underground utility transmission lines prior to the commencement of construction for Project.
3. Provide the necessary traffic control in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, Part 6, during the construction period for Project.
4. Upon completion of construction of Project, provide for at its own cost and as an item in its budget, proper maintenance including but not limited to signs and markings necessary for the purpose of regulating, warning, and guiding traffic, in accordance with requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways for the portion of the Project within Pinal's jurisdiction.
5. Upon completion of the Project, invoice Eloy for its share of any additional cost, or refund to Eloy any overpayment.

B. Eloy shall:

1. Upon completion of construction of Project, provide for at its own cost and as an item in its budget, proper maintenance including but not limited to signs and markings necessary for the purpose of regulating, warning, and guiding traffic, in accordance with requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways for the portion of the Project within Eloy's jurisdiction.
2. Pay Pinal \$272,500, which is Eloy's total estimated cost share, on or before June 30, 2013.
3. Pay Pinal for Eloy's share of any additional cost within 30 days of receiving invoice from Pinal.

V. MISCELLANEOUS PROVISIONS

- A. The foregoing recitals are hereby incorporated into this Agreement by reference as if more fully stated herein.
- B. This Agreement shall become effective upon filing with the office of the Pinal County Recorder.

C. To the fullest extent permitted by law, each party hereto shall indemnify, defend, save, and hold harmless the other party, its agents, representatives, officers, directors, officials, and employees from and against any and all claims, demands, proceedings, suits, actions, losses, and damages of every kind and description, and expenses, including but not limited to attorneys' fees, arbitration expenses, court costs, and the cost of appellate proceedings, which may be brought or made against or incurred by the indemnified party on account of bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including losses of use resulting therefrom caused in whole or in part, relating to, arising out of, or resulting from the negligent acts, professional errors, fault, mistakes, or negligent omissions, whether active or passive, of the indemnifying party, the indemnifying party's employees, agents, representatives, its subcontractors and their employees, agents or representatives, and including any party for whose negligent acts, errors, mistakes, or negligent omissions the indemnifying party may be legally liable in connection with or incident to the performance of this Agreement and arising out of Workers' Compensation claims, unemployment disability compensation claims, or employees' liability claims of the indemnifying party's employees and its subcontractors' employees, and claims under similar such laws or obligations. To the fullest extent permitted by law, the indemnifying party shall be responsible for its own negligent acts, omissions, and mistakes, and those of its employees, agents, sub-consultants, and subcontractors. Every obligation of this indemnification paragraph shall survive the completion of the services hereunder and the termination of this Agreement.

D. This Agreement may be cancelled for conflict of interest without further obligation or penalty in accordance with A.R.S. § 38-511.

E. All notices or demands required under this agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. Mailbox in a postage prepaid envelope addressed as follows:

Ruth Osuna
City Manager
City of Eloy
628 N. Main Street
Eloy, AZ 85131

Fritz Behring
County Manager
Pinal County
P. O. Box 827
Florence, AZ 85232

F. The failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege. The acceptance by either party of sums less than may be due

and owing to it at any time shall not be construed as an accord or satisfaction.

G. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either party hereto other than as expressly set forth herein.

H. This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, their agents, or employees that are not contained herein shall be valid or binding. This agreement may not be altered except in writing and signed by each party hereto.

I. This Agreement shall remain in force and effect until completion of Project or termination as provided within this Agreement.

J. Pinal and Eloy agree that all contracts awarded to contractors in connection with the work to be performed under this Agreement shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A) and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by Pinal or Coolidge for the work to be performed under this Agreement.

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

CITY OF ELOY, a municipal
corporation of the State of Arizona

By

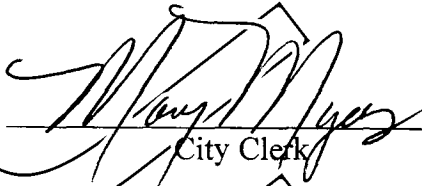
Ruth Osuna
City Manager

PINAL COUNTY, a political
subdivision of the State of
Arizona

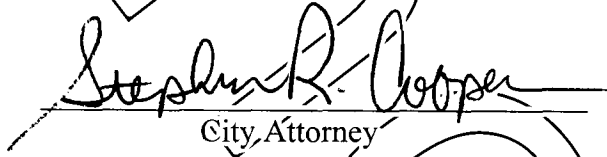
By

David Snider
Chairman, Board of
Supervisors

ATTEST:


City Clerk

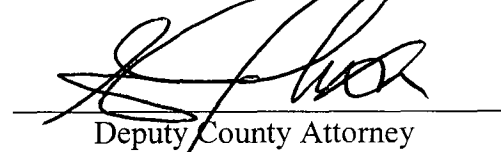
Approved as to form and within the
powers and authority granted Eloy
under the laws of the State of Arizona


City Attorney

ATTEST:


Deputy Clerk, Board of
Supervisors

Approved as to form and within the
powers and authority granted Pinal
under the laws of the State of Arizona


Deputy County Attorney



OFFICIAL

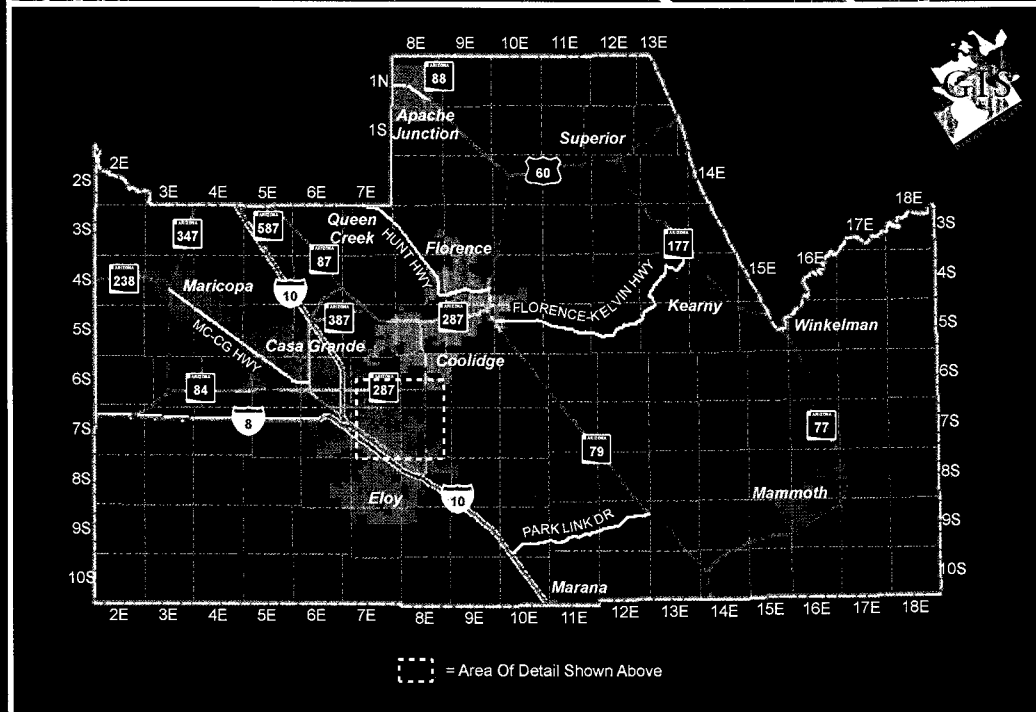
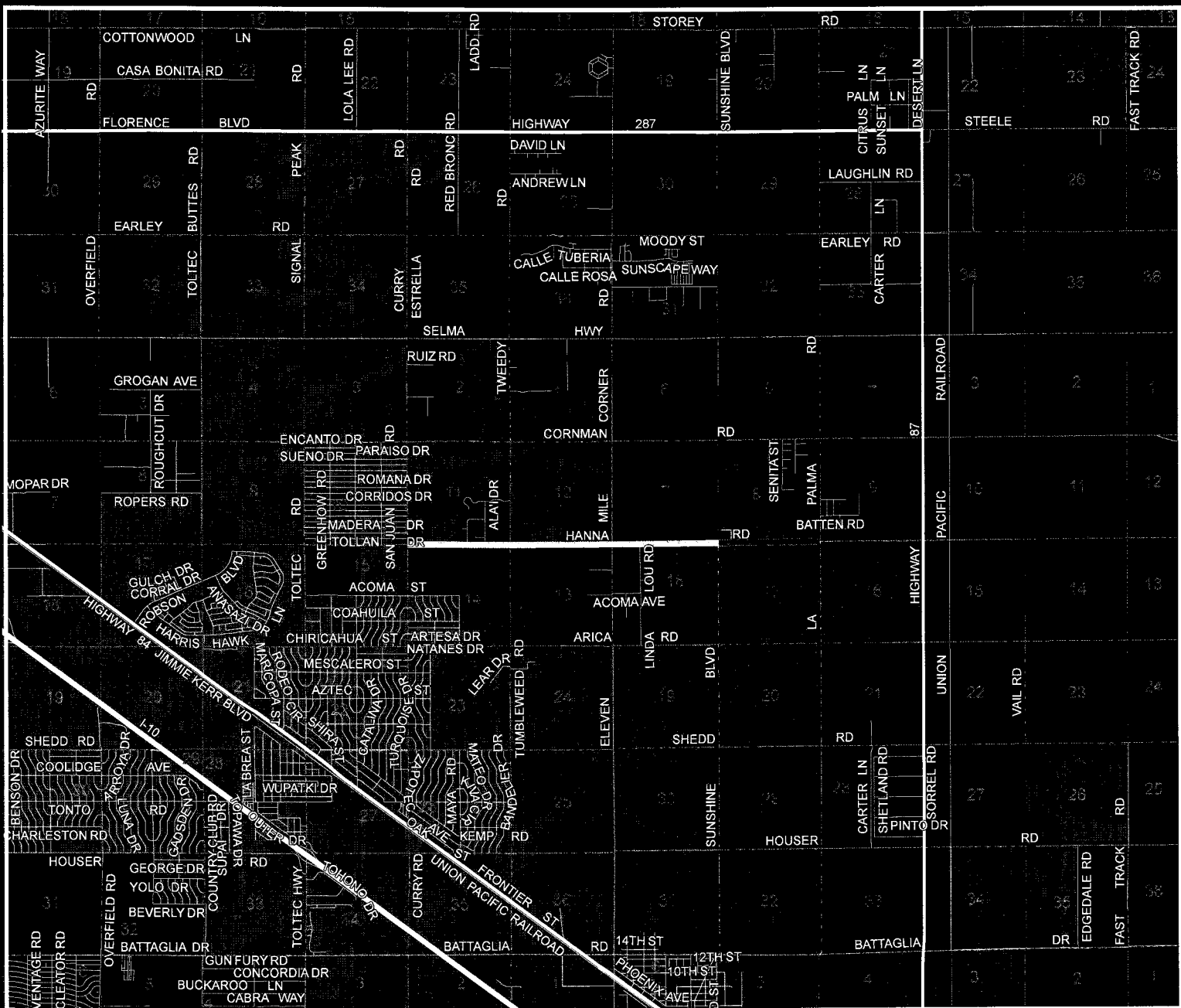


Exhibit A

City of Eloy

— Pinal County Right-Of-Way

Eloy Right-Of-Way

— Shared Right-Of-Way



PINAL COUNTY
wide open opportunity

Pinal County Department Of Public Works
Engineering Branch