

ADOT CAR No.: IGA /JPA 15-0005076-I  
AG Contract No.: P001 2015 000470  
Project: Master Agreement for  
Traffic Signals Maintenance  
& Electrical Power  
Section: Various Locations  
**ADOT Project No.: HX027, HX026, HX025,  
HX066, H5208, H6549 - 01C**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: N/A**

**Master Maintenance Agreement  
For Traffic Signals, Roadway Lighting and Electrical Power**

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF PRESCOTT VALLEY

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF PRESCOTT VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

**THIS AGREEMENT** will establish maintenance and electrical power responsibilities for existing and future traffic signals, street lighting and intersection-related pavement markings. This Agreement will supersede the maintenance and electrical power responsibilities for existing traffic signals, street lighting and intersection-related pavement markings, as described in the agreements listed below. In the event questions arise pertaining to the maintenance and electrical power responsibilities for traffic signals, street lighting and intersection-related pavement markings, this Agreement will take precedence. Other than as stated herein the original agreements will remain in effect.

<u>ADOT FILE NO.</u>	<u>A.G. CONTRACT NO.</u>	<u>SECRETARY OF STATE FILE NO.</u>
JPA 91-094	KR91- 02062	16163
JPA 94-066	KR94- 0697TRN	18654
JPA 94-067	KR94- 0704TRN	18655
JPA 94-068	KR94- 0705TRN	18656
JPA 99-028	KR99- 0330TRN	23261
JPA 02-027	KR02- 0599TRN	25350
JPA 04-008	KR05- 0455TRN	27570
JPA 07-080	P0012008-002705	30080
JPA 07-082	P0012008-002706	30079

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and by resolution approved by the Town Council copy 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 the Town.

3. The Parties agree and acknowledge entering into this Agreement is for the safety and benefit of the traveling public. This Agreement will specify each Party's maintenance responsibilities, respective to

existing and future traffic signals, intersection-related pavement markings, electrical power for the traffic signals and roadway lighting, located within the boundaries of the Town and State Highway System and detailed on Exhibit A of this Agreement.

4. The Parties hereto acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Agreement will only occur with the mutual written consent of both Parties.

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

## **II. SCOPE OF WORK**

### 1. The State will:

a. Be responsible for the general routine operations/repair and maintenance on existing, as well as, future traffic signals, lighting hardware, ancillary equipment, and intersection pavement markings as identified from time to time by the Town, within ADOT's right-of-way within the corporate boundaries of the Town, at the State's expense.

b. Maintain EVP (Pre-Emptive equipment) and authorize the Town to install EVP systems on current, as well as future, traffic signals, as identified from time to time by the Town, located within ADOT's right-of-way within the corporate boundaries of the Town.

c. Be granted, without cost requirements, the right to enter Town right-of-way as required for the general routine maintenance of traffic signals, lighting and intersection related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on to and over rights-of-way of the Town.

### 2. The Town will:

a. Continue to be responsible for obtaining the electrical power to operate the traffic signals and roadway lighting, at the Town's expense.

b. Grant the State, its agents and/or contractors, without cost requirements, the right to enter Town rights-of-way as required for the general routine maintenance of traffic signals, lighting and intersection related activities for the Project.

c. Be responsible for maintaining a reasonable inventory of all associated EVP (emergency vehicle pre-emption), along with system components, including transmitters installed on fire trucks or ambulances; EVP system components located in the controller cabinet, any optical sensor devices, and an emitter for testing as needed and appropriate.

### 3. The Parties will:

a. Agree that in addition to all existing traffic signals, street lighting and intersection-related pavement markings, all future traffic signal, street lighting and intersection-related pavement marking installations at new intersections, or any significant additions to existing intersections for improvement of electrical equipment will be governed by this Agreement.

b. Agree that the list of traffic signal locations may be added to, or have deletions made, by Amendment to this Agreement, as they occur.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date, unless the 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 a successive period of five (5) years 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 or renewed expiration date.

2. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

7. 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 § 12-1518.

8. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

9. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

10. 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 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Town of Prescott Valley  
Attn: Norm Davis  
7501 E. Civic Circle  
Prescott Valley, Arizona 86314  
(928) 759-3072  
ndavis@pvaz.net

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**TOWN OF PRESCOTT VALLEY**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**HARVEY SKOOG**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN**  
ITD Division Director

ATTEST:

By \_\_\_\_\_  
**DIANE RUSSELL**  
Town Clerk

**ATTORNEY APPROVAL FORM FOR**  
**THE TOWN OF PRESCOTT VALLEY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF PRESCOTT VALLEY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Town Attorney

**Exhibit A**

State Route 69	State Route 89A
Bradshaw Mountain Road (MP) 282.35	Glassford Hill Road (MP) 322.14
Fain Road (MP) 283.51	Viewpoint Drive (MP) 323.41
Enterprise Parkway (MP) 285.05	Robert Road (MP) 324.40
Navajo Drive (MP) 287.25	
Robert Road (MP) 287.48	
Windsong Road (MP) 287.76	
Lake Valley Road (MP) 288.19	
Glassford Hill Road (MP) 288.69	
Prescott East Highway (MP) 289.48	
Stoneridge Road (MP) 289.70	
Sundog Road (MP) 290.10	