

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 717

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF SAN LUIS AND YUMA
REGIONAL COMMUNICATIONS SYSTEM COUNCIL (YRCS) FOR
THE INSTALLATION OF 800MHZ EQUIPMENT IN THE
COMMUNICATION BUILDING AND ON THE TOWER AT THE
MUNICIPAL COMPLEX PROPERTY.**

WHEREAS, the City of San Luis desires to enter into an intergovernmental agreement with the Yuma Regional Communications System Council and;

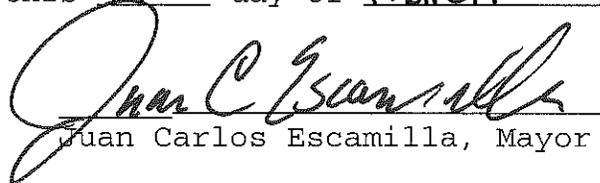
WHEREAS, the parties to the Intergovernmental Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement as attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 14th day of March, 2007.


Juan Carlos Escamilla, Mayor

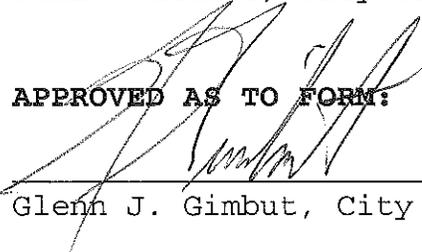
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ATTEST:



Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



Glenn J. Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE YUMA REGIONAL COMMUNICATIONS SYSTEM COUNCIL
(YRCS) AND THE CITY OF SAN LUIS**

This Agreement between the City of San Luis and the YRCS is to outline the joint agreement for the use of the San Luis tower and building space being constructed by the City.

RECITALS

WHEREAS, The County of Yuma, Board of Supervisors and City of Yuma, City Council signed an IGA to construct a new 800/700 MHz radio system and to establish the YRCS Council for the oversight of this system; and

WHEREAS, there is a compelling interest in developing and ensuring a coordinated, effective and efficient radio system for law enforcement, fire and emergency medical rescue, emergency management services, and other services provided by the parties within the Yuma County area; and

WHEREAS, it is in the public interest and benefit to the public safety, health and welfare of the citizens of the City and County to jointly use the new YRCS;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

SECTION 1 - Purpose: The purpose of this Agreement is to provide the terms and conditions for the sharing, use, and maintenance of the San Luis Tower site.

SECTION 2 – Duration: This Agreement is for a 5-year term commencing upon the date of signing. This Agreement will automatically renew at the end of each five-year period up to 4 terms unless sooner terminated pursuant to Section 5.

SECTION 3 – Responsibilities:

A. YRCS will provide: Funding to complete the concrete pad for the communications building at the San Luis site. Estimated to be approximately \$2,400. The YRCS will provide an additional amount of funding of approximately \$7,000 to assist in the installation of equipment for both the YRCS and City of San Luis. The YRCS will provide and maintain a battery bank and charging system to provide back up power for designated repeaters. Estimated cost at \$20,000. The YRCS will provide assistance in the installation of San Luis radio equipment as required.

B. San Luis will provide: Floor space for the battery rack and one rack space for the charging system. Three rack spaces for YRCS equipment and tower space for 2 Omni antennas and 2 microwave dishes. Building key for after hours access to facility. San Luis will be responsible for electrical costs and provide for normal upkeep of building and equipment.

SECTION 4 - Effective Date: This Agreement becomes effective upon execution by each party and continues until terminated pursuant to Section 2 or Section 5.

SECTION 5 - Termination: This Agreement or any extensions thereof may be terminated by any of the parties hereto, by providing sixty (60) days written notice of termination to the other

parties. The YRCS will remove all equipment provided within 90 days of notice including repeaters, battery bank, charging system, microwave dishes and antennas.

SECTION 6 - Personnel: The employees, agents, officials or representatives of the parties will not for any purpose be considered employees, agents, officials or representatives of the other. Each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, discipline, payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits.

SECTION 7 - Authorization: This Agreement has been approved by actions taken by the governing body of the City of San Luis and the YRCS Council.

SECTION 8 - Conflict of Interest: The Agreement is subject to the conflict of interest and cancellation provisions of the Arizona Revised Statutes, §38-511, as amended, the provisions of which are incorporated herein.

SECTION 9 - Attorney Fees and Costs: If any party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement the prevailing party is entitled to reasonable attorney fees and costs as determined by the court.

SECTION 10 - Compliance with Law: The parties to this Agreement must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

SECTION 11 - Severability: If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

SECTION 12 - Integration: This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

SECTION 13 - No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

SECTION 14 - Indemnification: Each party agrees to defend, indemnify, and hold harmless the other and its agents, officials, employees and representatives from and against any and all claims, losses and expenses resulting from that party's negligent or intentional acts, mistakes, or omissions in the performance of this Agreement.

SECTION 15 - Notices: All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

City of San Luis
Lee Maness, City Administrator
Jeff Philpot, Asst. City Administrator
767 N. First Avenue
P.O. Box 1170
San Luis, Arizona 85349

For YRCS: Yuma County Sheriff's Office
141 S. 3rd Ave.
Yuma, Arizona 85364

SECTION 16 - Recording: This Agreement shall be recorded in the Office of the County Recorder of Yuma County Arizona.

SECTION 17 - Modifications: No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

SECTION 18 - Assignment: This Agreement is not assignable without the mutual written consent of both parties.

SECTION 19 - Dispute Resolution: In the event a dispute arises, to the extent required by A.R.S. §12-1518, the parties agree to submit any dispute to mediation or arbitration.

SECTION 20 - Venue: The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in an Arizona court of competent jurisdiction.

SECTION 21 - Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

DATED this ____ day of _____, 2007.

CITY OF SAN LUIS

YUMA REGIONAL COMMUNICATIONS
SYSTEM COUNCIL

BY 

BY _____

Lee Maness, City Manager or
Jeff Philpot, Asst. City Manager

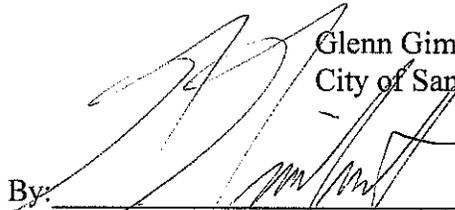
Ralph E. Ogden
Chairman, YRCS Council

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Re: Intergovernmental Agreement - Yuma Regional Communications System Council
For the use of the San Luis Communications Tower and building space located at
1311 N. 4th Ave, San Luis, AZ.

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City of San Luis Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of th State of Arizona to each of the above-identified parties.

Approved as to form this 14 day of March, 2007

By:  _____
Glenn Gimbut
City of San Luis
City Attorney