



Resolution

RESOLUTION NO. 786

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE STATE OF ARIZONA TO DEFINE THE MAINTENANCE AND ELECTRICAL POWER RESPONSIBILITIES FOR THE TRAFFIC SIGNAL ON US HWY 95 AT PICENO DRIVE AND COUNTY 22ND STREET

An agreement between San Luis and State of Arizona to define the maintenance and electrical power responsibilities for the traffic signal on Hwy 95 at Piceno Drive and County 22nd Street; and

WHEREAS, the State of Arizona, acting by and through its Department of Transportation and the City of San Luis, acting by and through its Mayor and City Council desire to enter into an Intergovernmental Agreement (IGA) JPA 08-0741
; and

WHEREAS, the City will be responsible for the electrical power for the traffic signals and lighting at the intersections Main Street (US Hwy 95) at Piceno Drive and County 22nd Street and the State shall continue to be responsible for the routine maintenance of the traffic signal, ancillary equipment and intersection pavement markings; and

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

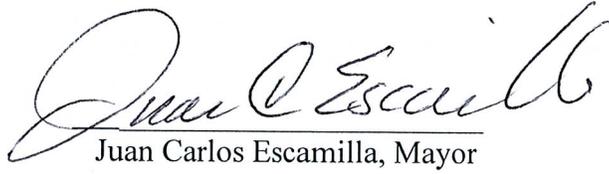
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement between the City of San Luis, Arizona and the State of Arizona, attached as Exhibit "A" hereto, is hereby authorized and approved.

Section 2: That the appropriate officials and staff of the City of San Luis are hereby authorized and directed to execute said agreement and take such acts or actions as may be needed and/or

necessary to effectuate the same.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 11th day of June, 2008.



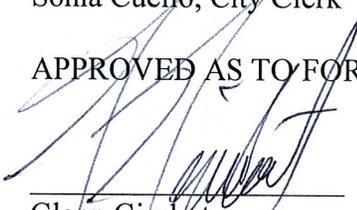
Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



Arizona Department of Transportation

Intermodal Transportation Division

205 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet Napolitano
Governor

May 28, 2008

Victor M. Mendez
Director

Mr. John Starkey
City of San Luis
P.O. Box 3750
1090 E. Union Street
City of San Luis, Arizona 85349

Reference:

ADOT File No.: **JPA 07-074**
Project: US 95 Piceno & County 22nd Street

Dear Mr. Starkey:

Please find enclosed three original Intergovernmental Agreements of the above referenced subject that defines the responsibilities between the City of San Luis and the Arizona Department of Transportation.

Please provide the appropriate signatures and return **all** of the original documents along with the attached Attorney form and the City's Resolution to the undersigned, attention **Lisa Yahraus**.

Important: Please **do not date the first page or staple** the original Agreements. Once the final Agreements have been recorded with the Secretary of State an original Agreement will be returned to your attention. If I can be of further assistance, please do not hesitate to contact me at (602) 712-8998.

Sincerely,

Lisa Yahraus
Joint Project Agreement Specialist II
205 S. 17th Avenue MD 637E Room 213
Phoenix, Arizona 85007
Phone (602) 712-8998
Fax (602) 712-7424

May 28, 2008-ly

ADOT File No.: IGA/JPA 08-074-1
AG Contract No.: P _____
Project: Electrical/Maintenance
Section: US 95-Piceno & County 22nd St
(MP 1.43) & (MP 1.68)
TRACS No.: N/A
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SAN LUIS

THIS AGREEMENT is entered into this date _____ 2008 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 CITY OF SAN LUIS, acting by and through its Mayor and City Council (the "City"). The State and the City collectively are referred to as "Parties".

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 City is empowered by Arizona Revised Statutes § 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 State and City have entered into this Agreement to define the maintenance and electrical power responsibilities for the traffic signal at the following locations on US 95 at Piceno (MP 1.43) and County 22nd Street (MP 1.68) in the City of San Luis, hereinafter referred to as the "Project". The State shall continue to be responsible for the routine maintenance of the traffic signal, lighting hardware, ancillary equipment, and intersection pavement markings. The City shall continue to be responsible for obtaining the electrical power to operate the signal and lighting.

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

II. SCOPE OF WORK

1. The State will:
 - a. Continue to be responsible for the general routine operation and maintenance to the traffic signal, lighting hardware, ancillary equipment, and intersection pavement markings, upon completion of construction, at the State's expense.
2. The City will:
 - a. Continue to be responsible for obtaining the electrical power to operate the traffic signal and lighting, all at the City's expense.
 - b. Grant the State the right of entry access outside the State's right-of-way as required to perform routine/emergency maintenance work for the traffic signal, lighting hardware, ancillary equipment, and intersection pavement markings.
 - c. Provide all installation and maintenance to the emergency pre-emptive equipment if installed and maintain a reasonable inventory of replacement parts for pre-emptive devices.
3. It is understood and agreed by both Parties that:
 - a. Future installation of traffic signals and roadway lighting at various intersections with State highways and City roads shall require an amendment to this Agreement.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective and are incorporated herein. However, it is understood and agreed that, in the event the City fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be obligated to be responsible for the electrical power to the traffic signal and lighting. The State assumes no financial obligation, other than the maintenance obligations specifically set forth in this Agreement.
2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
3. This Agreement shall become effective upon filing with the Secretary of State.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
6. 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.
7. 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. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of San Luis
Attn: John Starkey
1090 E. Union Street
San Luis, Arizona 85349
Phone # 928 341-8577
Fax # 928 341-8599

8. This Agreement is subject to all applicable provisions of the Americans with Disability 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 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment 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.

10. 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.

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

CITY OF SAN LUIS

STATE OF ARIZONA
Department of Transportation

By 
JUAN CARLOS ESCAMILLA
Mayor

By _____
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
SONIA CUELLO
Clerk

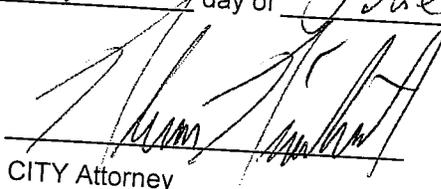
May 28, 2008-ly
G:08-074-City of San Luis

ATTORNEY APPROVAL FORM FOR THE CITY OF SAN LUIS

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 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.

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

DATED this 11th day of June 2008.


CITY Attorney