



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 998

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING A SECOND ADDENDUM TO INTERGOVERNMENTAL AGREEMENT JPA 98-175I WITH THE STATE OF ARIZONA, RELATED TO THE AREA SERVICE HIGHWAY.

WHEREAS, the State of Arizona (State) and the City of San Luis (City) have executed an intergovernmental agreement designated as JPA-98-175I and its subsequent First Addendum, related to the Area Service Highway; and

WHEREAS, the construction of the Area Service Highway has successfully been completed and the State has subsequently completed an interconnectivity study related to the routing of traffic from the northern terminals of the Area Service Highway to US Highway 95; and

WHEREAS, the State and the City have determined that such interconnectivity between the northern terminals of the Area Service Highway and US Highway 95 would be beneficial to both jurisdictions and would be a public benefit.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, that the City Manager is authorized and directed to execute a Second Addendum to JPA 98-175I with the State of Arizona, as shown in Exhibit 'A', attached hereto and by this reference made a part hereof related to the Area Service Highway.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 13th day of February, 2013.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

ADOT File No.: IGA/JPA 98-175I
AG Contract No.: P001 2012 002684
Project: Area Service Highway
Section: Yuma County
Federal Project No.:
ADOT Project No.: H8102 01L
TIP/STIP No.: YU-12-10D, YU-12-10C,
YU-14-01C/COC-12-11D, COC-12-11C
Budget Source Item No.: 15413

**SECOND ADDENDUM
TO
INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA
AND
YUMA COUNTY, THE CITY OF YUMA, THE CITY OF SAN LUIS,
THE TOWN OF WELLTON AND THE COCOPAH INDIAN TRIBE**

AREA SERVICE HIGHWAY PROJECT AGREEMENT

THIS AGREEMENT, entered into this date Please Do Not Enter, 2012, the Second Addendum amending JPA No. 98-175I and its First Addendum A.G. Contract No.: KR98 2562TRN, last executed September, last executed September 9, 2000, 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 "ADOT" or "State"), and the COUNTY OF YUMA (the "County"), the CITY OF YUMA and the CITY OF SAN LUIS (the "Cities"), the TOWN OF WELLTON (the "Town") and the COCOPAH INDIAN TRIBE (the "Tribe"), collectively sometimes hereinafter referred to as "LOCAL GOVERNMENTAL UNITS" or "LOCAL GOVERNMENTAL UNIT".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 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 Cities are empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and have by resolution, copies of which are attached hereto and made a part hereof, resolved to enter into this agreement and have authorized the undersigned to execute this agreement on behalf of the Cities.
 3. The Town 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 Town.
 4. The County is empowered by Arizona Revised Statutes Section 11-251 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 County.
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5. The Tribe is empowered by Tribal Council Resolution to enter into this agreement, a copy of which is attached hereto and made a part hereof, and has authorized the undersigned to execute this agreement on behalf of the Tribe.

THEREFORE, in consideration of the mutual Agreements expressed herein, the Parties have determined that it is in their mutual benefit to enter into a Second Addendum to the Area Service Highway Project Agreement (Second Addendum) deleting Section II. (6) Additional State Route Language from the intergovernmental agreement on January 7th, 1999 known as the Area Service Highway Agreement. Contingent upon the terms and conditions enumerated in Section II below:

Section II. Scope (6), is deleted and replaced as follows:

II. SCOPE

6. Upon Execution of the Second Addendum:

The State will:

a. Develop a new project for design and construction of capacity improvements to the I-8 @ Araby Traffic Interchange currently estimated at \$5,000,000.00.

b. Fund the final design and ADOT preliminary engineering costs for the I-8 @ Giss Parkway intersection improvement project, currently estimated at \$400,000.00. This Project and funding will be addressed in a separate joint project agreement.

c. Secure the funding in the amount of \$400,000.00 for design and right of way acquisition in Fiscal Year 2012, for the widening of Avenue 3E to five lanes from the I-8 westbound ramps to US Hwy 95 and for pavement rehabilitation improvements along US Hwy 95/Yuma County 9th Street from, and including the Avenue 3E intersection to Araby Road. This Project and funding will be addressed in a separate joint project agreement.

d. Secure funding in the amount of \$4,200,000.00 for construction in Fiscal Year 2014 or when project is ready to bid for the widening of Avenue 3E to five lanes from the I-8 westbound ramps to US Hwy 95 and for pavement rehabilitation improvements along US Hwy 95 from Avenue 3E to Araby Road. This Project and funding will be addressed in a separate joint project agreement.

The County will:

a. Pay the required local matching funds not to exceed 5.7% for the preliminary engineering (scoping & final design) and right of way acquisition of the Ave 3E & US Hwy 95 projects, currently estimated at \$24,178.00. This Project and funding will be addressed in a separate joint project agreement.

The City of Yuma will:

a. Pay the required local matching funds, in Fiscal Year 2014, not to exceed 5.7% for the construction of the Ave 3E & US Hwy 95 projects, currently estimated at \$254,871.00. This Project and funding will be addressed in a separate joint project agreement.

Section III, additional Miscellaneous Provisions are as follows:

III. MISCELLANEOUS PROVISIONS

1. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the Local Government Units for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.
2. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).
3. The Local Government Units and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Government Units will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
5. **Non-Availability of Funds:** Every obligation of the State under this Amendment 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 Amendment, this Amendment 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.
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

Yuma County
Attn: Roger Patterson
County Engineer
2351 W. 26th Street
Yuma, AZ 85364
(928) 817-5110
(928) 817-5109 Fax

City of Yuma
Attn: Gregory K. Wilkinson
City Administrator
One City Plaza
Yuma, Arizona 85364
(928) 373-5011
(928) 373-5012 Fax

City of San Luis
Attn: John Starkey
Public Works Director
Box 3750
1090 E. Union Street
San Luis AZ 85349
(928) 341-8565
(928) 341-8599 Fax

Town of Wellton
Attn: Rodney Rinehart,
Town Manager/Clerk
28634 Oakland Avenue
Wellton, Arizona 85356

Cocopah Indian Tribe
Attn: Paul Soto, Planner
14515 S. Veterans Drive
Somerton, AZ 85350
(928) 627-2102 Ext 22
(928) 627-3173 Fax

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

9. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

PURSUANT TO ARIZONA REVISED STATUTES § 11-952 (D), 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.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the original Agreement shall remain in force and effect.

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

YUMA COUNTY

By: 
GREGORY S. FERGUSON
Chairman, Board of Supervisors

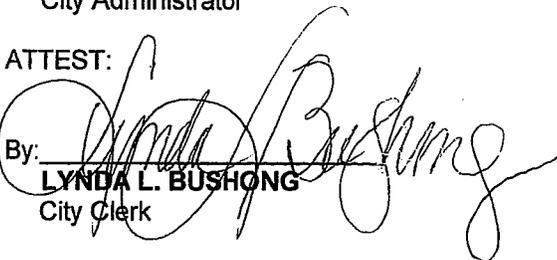
ATTEST:

By: 
ROBERT L. PICKELS, JR
Clerk of the Board/County Administrator

CITY OF YUMA

By: 
GREGORY K. WILKINSON
City Administrator

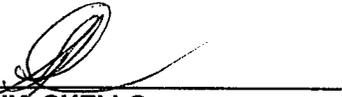
ATTEST:

By: 
LYNDA L. BUSHONG
City Clerk

CITY OF SAN LUIS

By: 
GERARDO SANCHEZ
Mayor

ATTEST:

By: 
SONIA CUELLO
City Clerk

TOWN OF WELLTON

By: _____
JAMES L. DEERMER
Mayor

ATTEST:

By: _____
BECKY J. HOPKINS
Deputy Town Clerk

COCOPAH INDIAN TRIBE

By: _____
SHERRY CORDOVA
Chairperson

ATTEST:

By: _____
PAULINE ALLEN
Secretary

STATE OF ARIZONA
Department of Transportation

By: _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

**JPA 98-175I
Second Amendment**

ATTORNEY APPROVAL FORM FOR THE YUMA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the YUMA COUNTY, ARIZONA, 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 County 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 12 day of December, 2012.

Jon R. Smith
Yuma County Attorney

By:



Edward P. Feheley, Deputy County Attorney

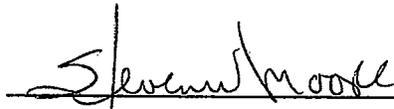
**JPA 98-175I
Second Addendum**

ATTORNEY APPROVAL FORM FOR THE CITY OF YUMA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF YUMA, ARIZONA, 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 27th day of November, 2012.



City Attorney

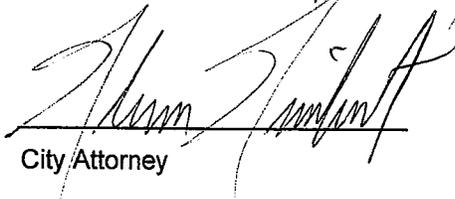
**JPA 98-175I
Second Addendum**

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 OF SAN LUIS, ARIZONA, 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 20 day of February, 2012.



City Attorney

**JPA 98-175I
Second Addendum**

ATTORNEY APPROVAL FORM FOR THE TOWN OF WELLTON

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 WELLTON, ARIZONA, 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 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 _____, 2012.

Town Attorney

**JPA 98-175I
Second Addendum**

ATTORNEY APPROVAL FORM FOR THE COCOPAH INDIAN TRIBE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCOPAH INDIAN TRIBE, ARIZONA, 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 Tribe 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 _____, 2012.

Tribal Attorney