



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1111

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.
APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF YUMA REGARDING PAYMENT OBLIGATIONS FOR
CONSTRUCTION OF ROADWAY ON COUNTY 25TH STREET -AVENUE E TO AVENUE D.**

WHEREAS, the City of San Luis, Arizona approved an Intergovernmental Agreement between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D which was recorded with the Yuma County Recorder’s Office on October 25, 2013 under Recorder’s Number 2013-29285 (referred to below as the “IGA”); and

WHEREAS, under the IGA the City of San Luis financial obligation is \$175,000.00 which it has paid in full; and

WHEREAS, under the IGA the obligation of \$175,000.00 was contemplated to be 50% of the cost to build the road; and

WHEREAS, there were cost overruns to build the road; and

WHEREAS, it was understood that a private developer was planning to install a water line in the same area of County 25th Street – Avenue E to D but the private developer did not do so.; and

WHEREAS, the City of San Luis at its own expense installed the water line in the same area of County 25th Street – Avenue E to D; and

WHEREAS, in light of the contribution of the water line to the infrastructure by the City of San Luis, the parties to the IGA have agreed to amend the IGA holding the financial contribution to the road construction to \$175,000.00.

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

Section 1: Approve the Intergovernmental Agreement between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D First Amendment.

Section 2: In the event of a conflict between the provisions of this resolution and any other resolution, ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 23rd day of September, 2015.



Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM



For Sonia Cornelio, City Clerk



for Glenn J. Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND THE COUNTY OF YUMA
FOR ROADWAY CONSTRUCTION ON
COUNTY 25th STREET – AVENUE E TO AVENUE D
FIRST AMENDMENT**

This First Amendment is to amend the County 25th Street Intergovernmental Agreement executed on the 21st day of October, 2013.

RECITALS

WHEREAS, the County is empowered by Arizona Revised Statutes [A.R.S.] § 11-251 and § 28-601 et seq. to maintain, control and manage public roads within the County and ARS § 11-951 et seq. provides that the County may enter into intergovernmental agreements for the provisions of joint or cooperative action and the City is empowered by ARS § 11-951 et seq. and the San Luis City Charter, to enter into this Agreement; and

WHEREAS, a public need exists for the improvement of the existing road to a two lane asphaltic roadway on County 25th Street, between Avenue E and Avenue D, hereafter referred to as the "PROJECT", within the County and within the City limits of the City of San Luis; and

WHEREAS, the final estimated construction cost of the Project is now \$441,168; and

WHEREAS, the cost of construction has exceeded the original estimate and the City and County desire to modify the payment terms; and

WHEREAS, Section 13 of the aforementioned Agreement allows for signed, written modification of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Agreement as follows:

1. SECTION 3. OBLIGATIONS OF THE PARTIES is hereby modified as follows:
 - A. COUNTY OBLIGATIONS.
 3. The County will be responsible for all costs exceeding the City's share.
 - B. CITY'S OBLIGATIONS.
 1. The City will be responsible for \$175,000 of the total project cost.
2. SECTION 18. OWNERSHIP AND MAINTENANCE is hereby added as follows:

Upon completion of the Project, the City will be responsible for the improvements within City Limits and shall provide for, at its own cost, proper maintenance and/or replacement of the PROJECT improvements.

- 3. The remainder of the aforementioned Agreement is not changed by this First Amendment and remains in full force and effect.
- 4. This Amendment runs concurrently with the aforementioned agreement and prior Amendments and will terminate with the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the day and year last written herein below.

DATE: September 23, 2015

DATE: 10/05/15, 2015

CITY OF SAN LUIS

COUNTY OF YUMA

[Signature]
ROBERT A. EADS
City Manager

[Signature]
RUSSELL McCLOUD, Chairman
Board of Supervisors

ATTEST:

ATTEST:

[Signature]
for SONIA CORNELIO
City Clerk

[Signature]
JAMES W. FLORY
Interim County Administrator/Clerk of Board

Pursuant to A.R.S. § 11-952, the foregoing First Amendment to the Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined that this First Amendment to the Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:

[Signature]
for GLENN GIMBUT, San Luis City Attorney

Pursuant to A.R.S. § 11-952, the foregoing First Amendment to the Agreement has been submitted to the undersigned Deputy County Attorney for the County of Yuma, Arizona. The undersigned has determined that this First Amendment to the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

JON R. SMITH, County Attorney
[Signature]
EDWARD P. FEHELEY, Deputy County Attorney

RECEIVED

NOV - 2 2015

Office of the City Clerk
City of San Luis, Arizona