



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1010

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE COUNTY OF YUMA FOR ROADWAY CONSTRUCTION ON COUNTY 25<sup>TH</sup> STREET-AVENUE E TO AVENUE D

WHEREAS, the City of San Luis, Arizona desires to enter into an Intergovernmental Agreement with the County of Yuma regarding roadway construction on County 25<sup>th</sup> Street-Avenue E to Avenue D;

WHEREAS, the purpose of the Agreement is to provide for design documents and construction for the upgrading of the existing gravel road to a 26 foot wide paved roadway with gravel shoulders, and intersection improvements of the project for the benefit of the citizens and residents of the City and County and the public in general;

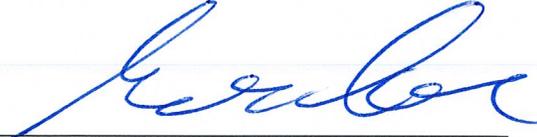
WHEREAS, the parties to the Intergovernmental Agreement Desire to enter into said Agreement,

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

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby 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 and all actions as may necessary to effectuate said Agreement.

PASSED AND ADOPTED by the Mayor and Council of the  
City of San Luis, Arizona, this 28<sup>th</sup> day of  
August, 2013.

  
\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cuello, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Glenn J. Gimbut  
City Attorney



Yuma County, Arizona  
**DEPARTMENT OF DEVELOPMENT SERVICES**

2351 W. 26th Street, Yuma, Arizona 85364

Phone: (928) 817-5000

Fax: (928) 817-5020

Monty M. Stansbury, AICP  
Director

July 22, 2013

Ralph Velez, City Manager  
City of San Luis  
1090 E. Union Street  
P.O. Box 1170  
San Luis, Arizona 85349

Re: County 25th Street, Avenue D to Avenue E

Dear Mr. Velez,

The County has recently adopted the FY 14 Capital Improvement Program. The CIP included the development of a new project for the reconstruction of County 25th Street; Avenue E to Avenue D. It is proposed to reconstruct this existing gravel roadway to a typical two (2) lane paved rural roadway. County 25th Street is a county established highway, and is now within the City of San Luis incorporated limits. Mr. Robert Pickels, County Administrator, has discussed with you the potential for a joint project to fund this improvement.

I have drafted the attached Intergovernmental Agreement identifying the project and terms for the financing of this improvement project. Please review this draft IGA and return your comments. Upon execution of the IGA, we are prepared to initiate the development of this project.

If you wish to discuss this further, please do not hesitate to contact myself at (928) 817-5110.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roger A. Patterson".

Roger A. Patterson, P.E.  
County Engineer

Attch: IGA, dated July 22, 2013

**RECEIVED**  
7.23.13

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

*DRAFT JULY 22, 2013*

This Agreement, dated as of \_\_\_\_\_, 2013, is between the City of San Luis, Arizona, a municipal corporation of the State of Arizona (“City”) and the County of Yuma, a political body (“County”) pursuant to A.R.S. § 11-951 through § 11-954, as amended.

**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 25<sup>th</sup> 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 parties have agreed that the completion of said PROJECT is essential to the public safety and welfare and desire to cooperate in the completion of said PROJECT; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into an Agreement for the design, right of way acquisition and construction of the PROJECT delineated upon the map attached hereto and incorporated as Exhibit “A”.

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

SECTION 1.    PURPOSE        The purpose of the Agreement is to provide for design documents and construction for the upgrading of the existing gravel road to a 26 foot wide paved roadway with gravel shoulders, and intersection improvement of the PROJECT for the benefit of the citizens and residents of the City and the County and the public in general.

SECTION 2.    DURATION        This Agreement shall become effective on the date it is adopted, approved and fully executed by both the City and the County and shall continue in force and effect until the PROJECT has been completed and accepted by the City and the County. This Intergovernmental Agreement shall be recorded in the office of the County Recorder of Yuma County, Arizona.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. COUNTY OBLIGATIONS.

1. The County will enter into a professional services contract with a design consultant for this PROJECT. The County shall provide a copy of the design to the City for review and approval.
2. The County will cause the PROJECT, to be constructed in accordance with the plans and bid documents prepared by the Consultant and approved by the City.
3. The County will be responsible for 50% of the total project cost.
4. The County shall invoice the estimated City share of the engineering, right of way, and construction of the PROJECT. Upon completion of the Project, the County shall compute the total actual cost of the PROJECT to include the design, right of way, and construction. Any payments due, or credit, shall be reconciled within sixty (60) days. Any refund or additional payments shall be paid within thirty (30) days thereafter.

B. CITY'S OBLIGATIONS.

1. The City will be responsible for 50% of the total project cost.
2. The City shall reimburse the County within sixty [60] days of demand by the County. Upon the total actual cost being determined of the PROJECT, any refund or additional payments shall be paid within thirty (30) days thereafter.
3. The City shall review and provide comments/approval of all review plan submittals.

SECTION 4. DESIGN AND CONSTRUCTION ADMINISTRATION. The Roadway will be designed in accordance with State, City and County requirements. County will provide direction and approve all project requirements, process design and construction documents, as necessary.

SECTION 5. MANNER OF FINANCING. The manner of financing the joint undertaking as provided for under this Agreement shall be as hereinafter set forth. There will not be a joint budget. The City has budgeted sufficient funds for the costs required for the PROJECT design, right of way, and the construction of the PROJECT, including utility relocation subject to pre-existing rights. The estimated project cost is \$350,000. The aforementioned are Estimated Costs that will be adjusted following: the approval of the professional services contract, construction documents, right of way acquisition and upon completion of the PROJECT.

SECTION 6. RIGHT-OF-WAY ACQUISITION. If necessary, the County will cause its Consultant to provide all necessary Right of Way legal descriptions from which the County will acquire properties for the PROJECT. The County will be responsible to obtain the right-of-way.

SECTION 7. AUTHORIZATION. This Intergovernmental Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

SECTION 8. CONFLICT OF INTEREST. The Intergovernmental Agreement is subject to the conflict of interest provisions of the ARS § 38-511, as amended, the provisions of which are incorporated herein.

SECTION 9 TERMINATION. This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the PROJECT as described herein.

SECTION 10. COMPLIANCE WITH LAW. The County and the City must comply with all Federal, State and Local Laws and Ordinances applicable to its performance under this Agreement.

SECTION 11. ATTORNEY FEES AND COSTS. If either 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.

SECTION 12. 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 13. 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 14. 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 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 mail addressed as follows:

City of San Luis  
City Engineer  
P.O. Box 1170  
San Luis, Arizona 85349

County of Yuma  
County Engineer  
2351 W. 26<sup>th</sup> Street  
Yuma, Arizona 85364

SECTION 16. SUDAN/IRAN INVESTMENTS AND BUSINESS OPERATIONS. By entering into this Agreement, each party certifies to the other that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Sudan or Iran as those terms are defined in A.R.S. § 35-391 *et seq.* and § 35-393 *et seq.*.

SECTION 17. EMPLOYMENT ELIGIBILITY. Each party warrants, and shall require its subcontractors to warrant that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The parties retain the legal right to inspect the papers of any party or subcontractor employee who works on the Agreement, to ensure that the other party or its subcontractors are complying with this warranty.

IN WITNESS WHEREOF, this instrument has been executed on the dates and year herein below.

DATE: \_\_\_\_\_, 2013

DATE: \_\_\_\_\_, 2013

CITY OF SAN LUIS

COUNTY OF YUMA

\_\_\_\_\_  
RALPH VELEZ  
City Administrator

\_\_\_\_\_  
GREGORY S. FERGUSON, Chairman  
Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
SONIA CUELLO  
City Clerk

\_\_\_\_\_  
ROBERT L. PICKELS, JR.  
County Administrator/Clerk of the Board

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined that this 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:

  
\_\_\_\_\_  
GLEN GIMBUT, San Luis City Attorney

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Deputy County Attorney for the County of Yuma, Arizona. The undersigned has determined that this 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

\_\_\_\_\_  
EDWARD P. FEHELEY, Deputy County Attorney

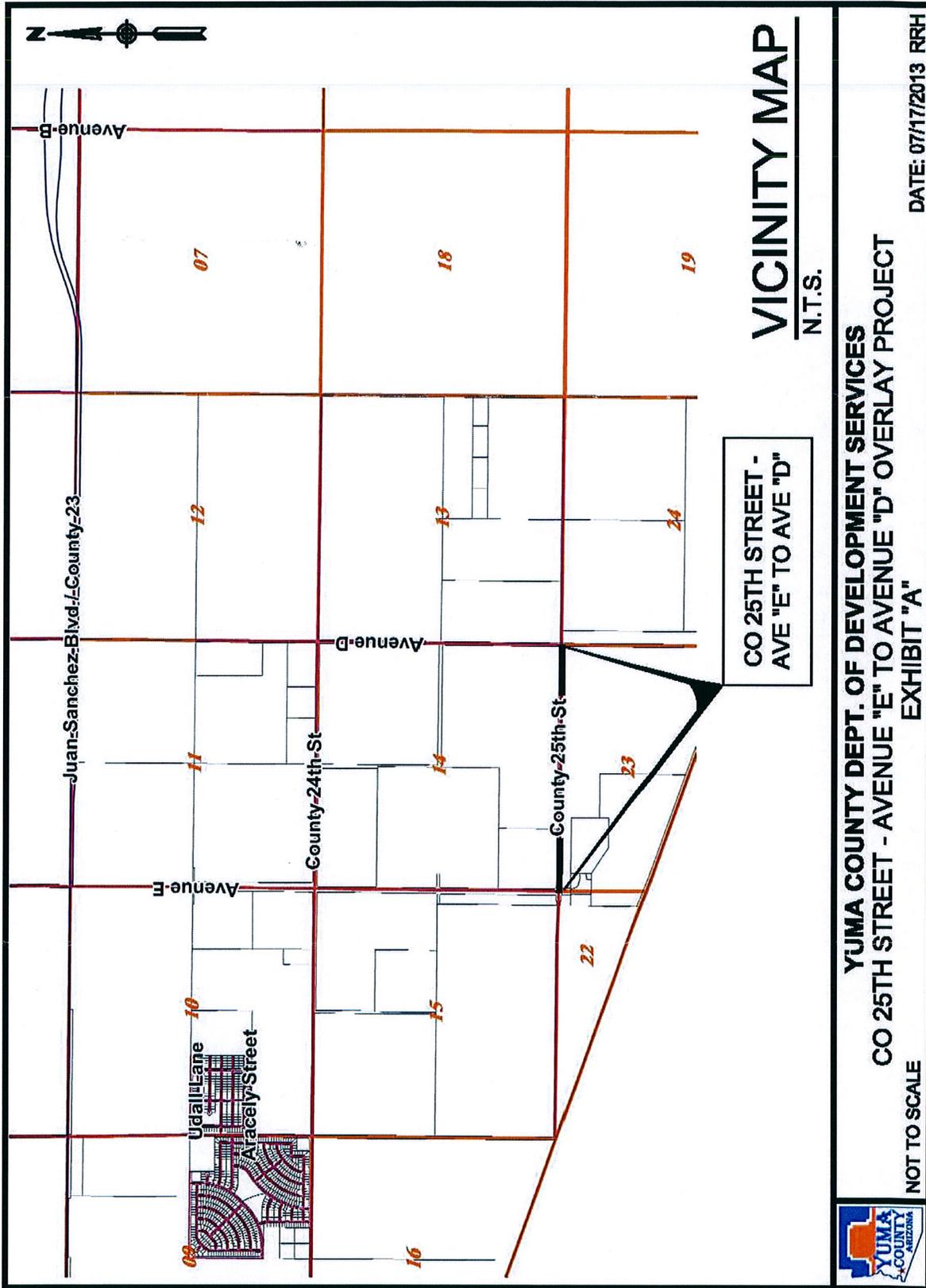


EXHIBIT FOR: ROGER PATTERSON-PE, COUNTY ENGINEER  
 Wed, 17 Jul 2013 - 11:52am, P:\Engineering\Civil\_CADD\_Sections\Civil\DWG\Project\Exhibit\CO 25th St Ave E to Ave D\CO 25th St - Ave E to Ave D.dwg



**YUMA COUNTY DEPT. OF DEVELOPMENT SERVICES**  
**CO 25TH STREET - AVENUE "E" TO AVENUE "D" OVERLAY PROJECT**  
**EXHIBIT "A"**

NOT TO SCALE

DATE: 07/17/2013 RRH