



# Resolution

## NO. 1027

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY FLOOD CONTROL DISTRICT FOR THE ACQUISITION OF YUMA COUNTY FLOOD CONTROL FUNDS FOR THE DESIGN AND CONSTRUCTION OF STORM DRAIN IMPROVEMENTS IN DOWNTOWN SAN LUIS, ARIZONA.

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with Yuma County Flood Control District for the design and construction of downtown storm drain improvements.

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 here to 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 all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December, 2013.

  
Gerardo Sánchez, Mayor

ATTEST:

  
Sonia Cuello, City Clerk

APPROVED AS TO FORM:

  
Glenn Gimbut, City Attorney

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE YUMA COUNTY FLOOD CONTROL DISTRICT  
AND THE CITY OF SAN LUIS  
RELATING TO THE SAN LUIS AREA DRAINAGE IMPROVEMENTS

This Agreement is between the YUMA COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT", and the CITY OF SAN LUIS, Arizona, a municipal corporation of the State of Arizona ("CITY"), pursuant to A.R.S. §11-951 through §11-954, as amended ("Agreement").

RECITALS

WHEREAS, Section 11-951, Arizona Revised Statutes, as amended, provides for intergovernmental agreements and contracts between public agencies for joint or cooperative action; and

WHEREAS, the CITY has a need for drainage improvements upon the mesa south of Juan Sanchez and west of 6<sup>th</sup> Street, resulting from development of homes and businesses below the street grade prior to development standards and failing dry wells; and

WHEREAS, the DISTRICT has developed a joint project with the Arizona Department of Transportation to address Phase I of the drainage problem, and proposes to construct flood control and drainage facilities including a storm sewer, and drainage outfall for the disposal of storm water accumulating within the CITY, as shown in Exhibit A, concurrently with the reconstruction of their Main Street Reconstruction Project; and

WHEREAS, the parties have agreed that the completion of the Project is essential to the public safety and welfare; and

WHEREAS, the parties desire to cooperate in the completion of the Project; and

WHEREAS, the CITY has reviewed improvement plans; and

WHEREAS, the CITY maintains and operates a Public Works Department; and

WHEREAS, the CITY has or will obtain a license to discharge stormwater into a basin located at Urtuzuastui Street and San Luis Plaza Drive which is sufficient to detain storm water discharge for a 100 year storm; and

WHEREAS, the drainage improvements do not connect to the Yuma Valley Drain System;

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 for the repair, design, construction, maintenance, financing and operation of the Project conforming to DISTRICT Standards for the benefit of the citizens and residents of the DISTRICT and the CITY and the public in general.

Section 2. Duration. This Agreement shall become effective on the date it is adopted, approved and is fully executed by both the CITY and DISTRICT and shall continue in full force and effect until the Project construction has been completed.

Section 3 Obligations of the Parties.

A. DISTRICT's Obligations.

1. The DISTRICT will cause Phase I of the Project, including storm sewer improvements along Urtuzuastegui Street, Main Street, B Street, C Street, and First Street as shown on Exhibit A to be constructed and installed in accordance with the plans and specifications prepared by the DISTRICT by agreement with the Arizona Department of Transportation.
2. The DISTRICT will fund the design and construction Phase I of the Project.

B. CITY's Obligations

1. The CITY will review plans and submittal and provide review comments in a timely fashion.
2. The CITY will coordinate and cause all utility relocation necessary for the Project construction to be performed at no cost to the DISTRICT.
3. The CITY will acquire all required property, right of way, easements, and licenses needed for the Project.

Section 4. Property Acquisition. The necessary right of way is within existing ADOT, CITY, and U.S. Bureau of Reclamation rights of way, including the CITY licensed storm water retention basin as shown on Exhibit A, for the Project.

Section 5. Project Administration. The Project is to be administered in accordance with State, DISTRICT, and CITY requirements. The DISTRICT will provide direction and approve all Project requirements, process Project documents as necessary, the Arizona Department of Transportation will administer phase I of the Construction Contract by separate agreement with the DISTRICT.

Section 6. Manner of Financing. The DISTRICT has budgeted sufficient funds for the design, and construction of the Project. The CITY shall have no financial responsibility for the construction of the Project.

Section 7. Ownership and Maintenance. Upon completion of the Project, the CITY will be responsible for the Project improvements. The CITY shall each provide for, at its own cost, proper maintenance or replacement of the Project improvements.

Section 8. Authorization. This Intergovernmental Agreement has been approved by actions taken by the governing bodies of the CITY and the DISTRICT. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 9. Cancellation. To the extent applicable by provision of law, all Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, as amended, the provisions of which are incorporated herein.

Section 10. Recording. 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 Yuma County Recorder.

Section 11. Conflict of Interest. The Intergovernmental Agreement is subject to the conflict of interest provisions of the A.R.S. §38-511, as amended, the provisions of which are incorporated herein.

Section 12. Termination. This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the Project as described herein.

Section 13. Compliance with Law. The CITY and the DISTRICT must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 14. 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 15. 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 16. Integration. This Intergovernmental 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 17. 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 18. 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  
City of San Luis  
PO Box 3750  
San Luis, AZ 85349

DISTRICT  
Yuma County Flood Control District  
2351 W. 26<sup>th</sup> St.  
Yuma, AZ 85364

Dated 12/12/2013, 2013

Dated \_\_\_\_\_, 2013

CITY OF SAN LUIS

YUMA COUNTY FLOOD CONTROL DISTRICT

By Ralph Velez  
Ralph Velez  
City Administrator

By \_\_\_\_\_  
Gregory S. Ferguson, Chairman  
Board of Directors

ATTEST:

ATTEST:

Sonia Cuello  
Sonia Cuello  
City Clerk

Robert L. Pickels, Jr.  
Robert L. Pickels, Jr.  
County Administrator/Clerk of the Board

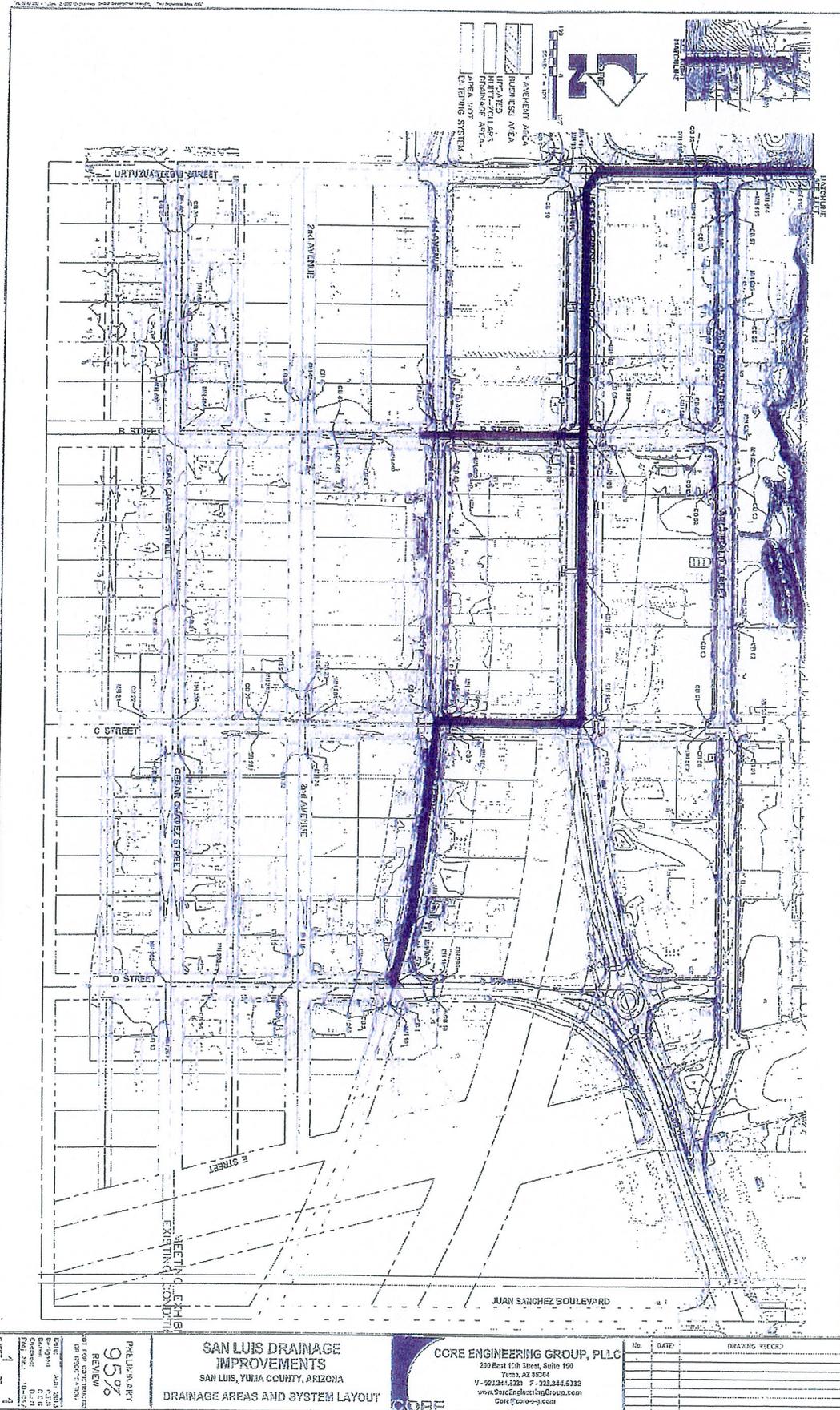
Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws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

Glen Gimbut  
Glen Gimbut, San Luis City Attorney

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the 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

By: Edward P. Fehleley, Deputy District Attorney



PRELIMINARY  
 95%  
 REVIEW  
 DATE: 11/15/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]

**SAN LUIS DRAINAGE IMPROVEMENTS**  
 SAN LUIS, YUMA COUNTY, ARIZONA  
**DRAINAGE AREAS AND SYSTEM LAYOUT**

**CORE ENGINEERING GROUP, PLLC**  
 200 East 10th Street, Suite 100  
 Yuma, AZ 85404  
 Y - 923.344.2321 F - 928.244.6332  
 www.CoreEngineeringGroup.com  
 Core@core-e-g.com

No.	DATE	REVISION (CHECK)

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