

PLEASE RETURN ORIGINAL DOCUMENT TO
THE BOARD OF SUPERVISORS OFFICE
ATTENTION: Yolanda Duran
928-373-1133

2013-29285 INTERGOVERNMENTAL AGREE.
10/25/2013 10:27:40 AM Pages: 6 Fees: \$0.00
Requested By: YUMA CO BD OF SUPERVISORS
Recorded By: jaguilar
Robyn Stallworth Piquette County Recorder, YUMA County AZ



REQUEST FOR RECORDATION

TYPE OF DOCUMENT:

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

DOCUMENT APPROVAL:

Adopted: October 21, 2013, Item No. C9

**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**

This Agreement, dated as of October 21, 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 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 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. 26th 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: Aug. 28, 2013


DATE: 21 Oct, 2013

CITY OF SAN LUIS

COUNTY OF YUMA



RALPH VELEZ
City Administrator



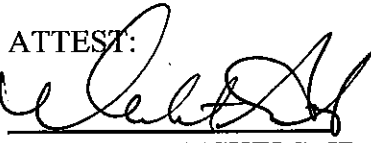
GREGORY S. FERGUSON, Chairman
Board of Supervisors

ATTEST:

ATTEST:

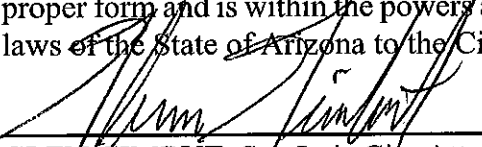


SONIA CUELLO
City Clerk




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 ^{San} ~~San~~ ^{Luis} ~~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:



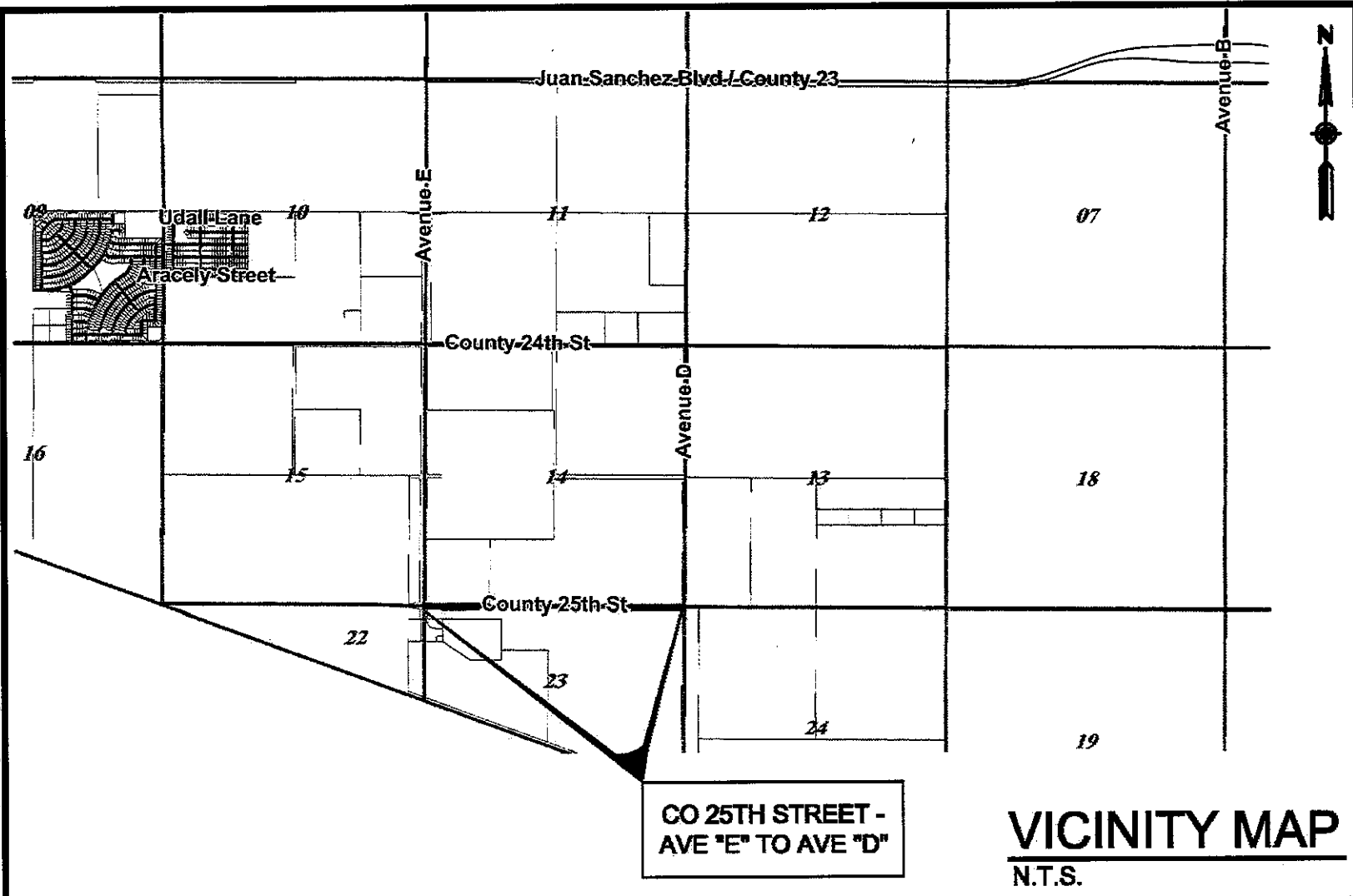
GLEN GIMBUT, San Luis City Attorney

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_Section\Civil\Drawg\Proj\Exhibits\Co 25th St Ave E to Ave D\Co 25th St - Ave E to Ave D.dwg



CO 25TH STREET -
AVE "E" TO AVE "D"

VICINITY MAP

N.T.S.



NOT TO SCALE

YUMA COUNTY DEPT. OF DEVELOPMENT SERVICES

CO 25TH STREET - AVENUE "E" TO AVENUE "D" OVERLAY PROJECT

EXHIBIT "A"

DATE: 07/17/2013 RRH