

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

This Agreement ("Agreement") is between the YUMA COUNTY FLOOD CONTROL DISTRICT ("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. (The DISTRICT and the CITY may be referred to singularly as the "Party" and collectively as the "Parties").

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 needs drainage improvements upon the mesa, resulting from failing dry wells and development of homes and businesses below the street grade prior to development standards; and

WHEREAS, the DISTRICT has developed a joint project with the CITY to address Phase II of the drainage problem, and proposes to construct flood control and drainage facilities including a storm sewer, and drainage outfall for the disposal of stormwater accumulating within the CITY, as shown in Exhibit A. Said construction shall hereafter be referred to as the "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 Urtuzuastegui Street and San Luis Plaza Drive which is sufficient to detain stormwater 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 II of the Project, including storm sewer improvements along B Street, C Street and D Street between 1st Avenue and 4th Avenue as shown on Exhibit A to be constructed and installed in accordance with the plans and specifications titled "San Luis Storm Drain Phase II" prepared by the DISTRICT.
2. The DISTRICT will fund the design and construction Phase II 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 CITY rights of way 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.

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 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. No Israel Boycott. The Parties Agree they are not currently engaged in and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.01.

Section 11. Termination. This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the Project as described herein.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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
Public Works Director
City of San Luis
PO Box 3750
San Luis, AZ 85349

DISTRICT
Yuma County Flood Control District
2351 W. 26th St.
Yuma, AZ 85364

[Intentionally left blank, signature page follows]

Dated _____, 2017

Dated _____, 2017

CITY OF SAN LUIS

YUMA COUNTY FLOOD CONTROL DISTRICT

By _____
Gerardo Sanchez
Mayor

By _____
Antonio "Tony" Reyes
Chairman, Board of Directors

ATTEST:

ATTEST:

Sonia Cornelio
City Clerk

Susan K. Thorpe
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 of City of San Luis City, and the laws of the State of Arizona:

Kay Marion Macuil, 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. Feheley, Deputy County Attorney and Attorney for the District

