

2015-28273 RESOLUTION  
12/21/2015 03:17:43 PM Pages: 8 Fees: \$0.00  
Requested By: CITY OF SAN LUIS CLERK OFFICE  
Recorded By: askaggs  
Robyn Stallworth Pouquette County Recorder, YUMA County AZ



**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
ATTN: SONIA CORNELIO, CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

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**CAPTION HEADING:**

Resolution No. 1123

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 Yuma County for road maintenance

**RECEIVED**

JAN - 4 2016

**Office of the City Clerk  
City of San Luis, Arizona**



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## RESOLUTION NO. 1123

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 YUMA COUNTY FOR ROAD MAINTENANCE.

Whereas, the City of San Luis, Arizona desires to enter into an Intergovernmental Agreement with Yuma County regarding roadway maintenance throughout the City.

Whereas, the purpose of the Agreement is for Yuma County to provide equipment and materials to perform corrective and preventive maintenance to City roads with chip seals, scrub seals, cold mix, and asphalt rejuvenators.

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 24<sup>th</sup> day of November, 2015.

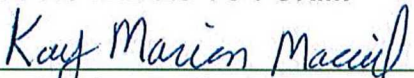
  
Gerardo Sanchez, Mayor

Resolution 1123

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay M. Macuil, City Attorney

# Exhibit A

A  
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**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

This Intergovernmental Agreement ("Agreement") 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 A.R.S. §11-251 and § 11-951 et seq. to enter into this Agreement and the City is empowered by A.R.S. § 11-951 et seq., to enter into this Agreement; and

WHEREAS, the City desires to apply corrective or preventive maintenance to City roadways; and

WHEREAS, the County has the equipment to apply the necessary asphalt sealants; and

WHEREAS, the County is willing to utilize its equipment and manpower to perform chip seals, scrub seals, cold mix, and asphalt rejuvenators for the City; and

WHEREAS, contracting with the County to perform roadway maintenance will result in a substantial cost savings to the City; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into this Agreement,

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

Section 1. Term. This Agreement is for a term of five (5) years and will renew for additional five (5) years unless a party provides notice to the other party in writing within 90 days prior to the expiration of the Agreement.

Section 2. Agreement to Apply Roadway Maintenance. The County shall provide roadway maintenance at various locations within the jurisdiction of the City.

Section 3. Project Administration. The County will administer the contract in accordance with state, city, and county statutes, ordinances, regulations, and requirements. The County will provide direction and approve all project requirements, process project documents as necessary, and administer all construction contracts. The party performing the work shall have sole responsibility for the work completed and the quality of the workmanship of the project undertaken.

Section 4. Payment of Costs for the Roadway Maintenance. The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways. Costs may not exceed \$100,000 per fiscal year. The County shall invoice the City monthly for the City's share of the actual, reasonable cost of the Project for the work performed during the previous calendar month. The City shall pay County for the City's portion of the work within thirty (30) days of invoice by the County. Upon completion of the Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

Section 5. Ownership and Maintenance. Upon completion of the Project, the City shall remain the owner of the roadways and shall provide for, at its own cost, proper maintenance.

Section 6. Authorization. This Agreement has been approved by actions taken by the governing bodies of the County and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liabilities, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Section 8. Insurance. Each party acknowledges and agrees that the other party is self-insured.

Section 9. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 10. Recording. This 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 11. Termination. This Agreement shall remain in full force and effect until expiration of its initial term or any renewal term or until terminated by either party. Either party may terminate this agreement by giving the other party no less than sixty days (60) written notice of its intent to terminate. If either party fails to appropriate funds for this Agreement, the Agreement shall terminate at the end of the period for which funds are appropriated.

Section 12. Compliance with Law. The parties 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 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 on both the City Clerk and the Director of Public Works in person or sent by mail addressed as follows:

City Clerk  
City of San Luis  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349

Director of Public Works  
City of San Luis  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349


Section 18. Employment Eligibility. The parties warrant, and shall require its subcontractors to warrant, that each 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. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that Contractor or its subcontractors are complying with this warranty.

DATED this 5<sup>th</sup> day of October, 2015.


CITY OF SAN LUIS


  
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COUNTY OF YUMA

  
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Russell McCloud, Chairman

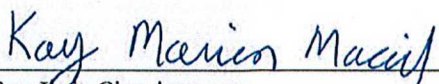
ATTEST:

  
\_\_\_\_\_

  
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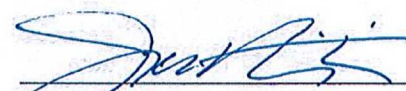
**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

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 and the laws of the State of Arizona to the City of San Luis:

  
\_\_\_\_\_  
San Luis City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

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 Smith, Yuma County Attorney