



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2287

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, RATIFYING AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY OF SAN LUIS TO LOAN A VEHICLE TO THE CITY OF SOMERTON TO TRANSPORT SENIOR CITIZENS TO ITS SENIOR CENTER/NUTRITION CENTER WHILE SOMERTON'S VEHICLE IS BEING REPAIRED; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

IT IS RESOLVED by the Mayor and City Council of the City of San Luis:

Section 1: The attached document, titled "*Cities of San Luis and Somerton Agreement: San Luis Loans Somerton a Vehicle.*" is incorporated into this resolution by this reference.

Section 2: The *Cities of San Luis and Somerton*

Section 3 Agreement: San Luis Loans Somerton a Vehicle is ratified.

Section 4: In the event of a conflict between the provisions of this resolution and any other resolution, or official action of the City of San Luis, the conflicting provisions are repealed, superseded, and replaced, and the provision of this resolution shall govern.

Section 5: If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction or by operation of law through controlling legislation, such decision or operation of law shall not affect the validity of the remaining portions of this resolution.

[Intentionally left blank, signature page follows.]

PASSED, ADOPTED, and RATIFIED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of August 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Cities of San Luis and Somerton Agreement

San Luis Loans Somerton a Vehicle

This Intergovernmental Agreement ("IGA") is made between San Luis and Somerton, Arizona incorporated cities ("Cities") on the 18th day of August 2023.

Recitals

A. Under the principle of governmental comity, San Luis will loan; and Somerton will use a San Luis vehicle to transport Somerton's senior citizens to Somerton's Senior Center/nutrition center for meals until Somerton can secure a working vehicle or repair its vehicle for the purpose.

B. ARS 11-952 authorizes the cities to enter into this IGA.

C. Due to the urgent nature of the need to feed the senior citizens of Somerton, the Cities will seek ratification by their respective City Councils

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1: The Loaned Vehicle: San Luis shall loan a vehicle to Somerton to transport passengers, which San Luis can spare from its own operations. The San Luis vehicle is described as

Make: Ford
Model: El Dorado
Year: 2006
VIN: 1FDWE35566HB36839 (Vehicle Identification Number)
Plate: #G963GJ
Miles 165,086 (as of August 18, 2023) ("loaned vehicle").

Section 2: Consideration: The consideration for this IGA is the payment of the sum of one dollar (\$1.00), and Somerton shall place the loaned vehicle under its hired and non-owned coverage for liability and property damage and maintain the coverage continuously until the loaned vehicle is returned to San Luis. Somerton bears the entire risk of loss or damage to the loaned vehicle until the loaned vehicle is returned to San Luis.

Section 3: Term: The San Luis vehicle will be on loan to Somerton for 30 days from the date of this IGA. The City Managers are authorized to extend the term by mutual agreement in writing.

Section 4: Somerton:

- (a) Somerton shall use and maintain the loaned vehicle in a careful and proper manner and follow all laws governing the driving, operation, and maintenance of the loaned vehicle.
- (b) Somerton shall not allow any person using the loaned vehicle who is under the influence of alcohol, illegal or legal substances or drugs, illness, or any other condition that would impair the driver's judgment or ability to operate the loaned vehicle safely.
- (c) Somerton shall assure that any driver of the loaned vehicle has not been convicted of driving under the influence

IGA San Luis Loans Somerton a Vehicle

within the last 24 months. Somerton shall assure that any driver of the loaned vehicle has not been convicted of driving recklessly, hit and run, road rage, or vehicular homicide.

(d) Somerton shall not allow the vehicle to leave the country or the county.

(e) Somerton shall only use the loaned vehicle to transport its senior citizens for meals at its Senior Center/nutrition center and any necessary operation supporting that service.

(f) Somerton shall immediately notify the appropriate law enforcement agency of any accident, theft, or similar event for the filing of a report and immediately notify the San Luis City Manager.

(g) Somerton will defend, indemnify and hold harmless San Luis, its elected officials, officers, employees, and agents from and against all claims liabilities, losses, damages demands costs, expenses penalties, liens, judgments settlements, or other legal proceedings, and any defense costs, including without limitation, reasonable attorneys or other professional fees, in connection with allegedly or actually resulting from, caused by, or arising out of property damage (including that to the loaned vehicle), or bodily injury including death to any person as a result of Somerton's omission, negligence, or intentional acts.

Section 5: Notices

All notices, demands, requests, and exercises under this IGA by either party shall be delivered by hand, sent by United States Mail (Registered or Certified, postage prepaid) addressed to the other party, to the address of the City Hall Attention City Manager.

Section 6: Entire Agreement

This IGA contains the parties' entire agreement. It supersedes all prior agreements or understandings of the parties, whether written or oral, regarding the subject matter of this IGA.

Section 7: Modification

This IGA may not be modified or amended except in writing, signed by both City Managers.

Section 8: Waivers

No waiver or breach of a covenant or provision in this IGA shall be deemed a waiver of any other covenant or provision in this Agreement. No waiver shall be valid unless in writing and executed by the waiving party.

Section 9: No Third-Party Rights

Nothing in this IGA, express or implied, is intended to confer on any person, other than the parties any rights or remedies under this IGA.

Section 10: Counterparts

This IGA may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

Section 12: Severability

Any provision of this IGA that is deemed by a court of competent jurisdiction or by operation of controlling legislation to be

unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this IGA shall have no effect but all the remaining provisions of this IGA shall remain in full force.

Section 13

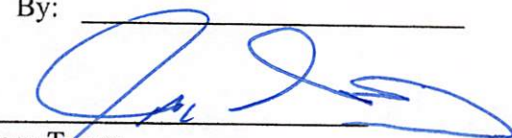
IN WITNESS WHEREOF, the parties have executed this IGA as the date first written above.

CITY OF SAN LUIS

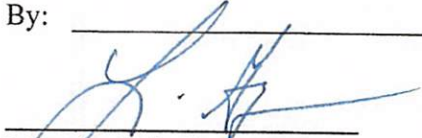
CITY OF SOMERTON

By: _____

By: _____



Jenny Torres
Acting City Manager



Lizandro Galaviz
City Manager

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Under ARS §11-952, this IGA has been reviewed by the undersigned, who have determined that this IGA is in appropriate form and within the powers and authority granted to each respective public body.

CITY OF SAN LUIS


CITY OF SOMERTON

By: Kay Marion Macuil

By: _____

Kay Marion Macuil

Kay Marion Macuil
City Attorney



Jorge Lozano
City Attorney