A. G. Contract No. KR98-1978TRN
ADOT ECS File No.: JPA 98-153
Project: STP-063-1(12)P/H4416 01C
Section: US-95 @ D and G Streets

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS

THIS AGREEMENT is entered into 14 JANUARY 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to a highway improvement project contemplated by the State on US-95 in the City, it is necessary to reconstruct and upgrade the traffic signals on US-95 at the intersections of D Street (MP 0.50) and G Street (MP 0.65) in the City, at an estimated cost of $200,000.00, all at State expense, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22925
Filed with the Secretary of State
Date Filed: 01/14/99
Betsey Bayless
Secretary of State
By Vicky V. Graenewold

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for all costs associated with the Project, in an amount currently estimated at $200,000.00.

d. Upon completion, approve and accept the signal Project on behalf of the parties hereto and provide maintenance.

2. The City will:

a. Review the signal Project design documents and provide comments.

b. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of San Luis
City Manager
Box 1170
San Luis, AZ 85349

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAN LUIS

By _____
ALEX JOE HARPER
Mayor

ATTEST

By _____
ALEX U. RUIZ
City Manager/City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
WILLIAM J. HIGGINS
Deputy State Engineer

98-153.doc
21Dec98

JPA 98-153

RESOLUTION

BE IT RESOLVED on this 21st day of December 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of San Luis for the purpose of defining responsibilities for the reconstruction and upgrades to the traffic signals on US 95 at the intersections of D Street (MP 0.50) and G Street (MP 0.65) in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

See JPA 97-18 and 98-153
and amendment to 91-71

M I N U T E S

REGULAR MEETING
SAN LUIS CITY COUNCIL
SAN LUIS COUNCIL CHAMBERS
DEC. 23, 1998

CALL TO ORDER/ROLL CALL: The Regular Council Meeting was called to order at approximately 7:03 p.m. by Mayor Joe Harper.

PRESENT:
Alex Joe Harper, Mayor
Pedro Julian, Councilmember
Carlos Bernal, Councilmember
José Leonardo Suarez, Vice Mayor
Guillermina Fuentes, Councilmember
Daniel Gamboa, Councilmember

ABSENT: Charles Page, Councilmember

OTHERS PRESENT:
Alex U. Ruiz, City Administrator/Clerk
Gerald W. Hunt, City Attorney
Cynthia Salcido, Deputy City Clerk
Paul Melcher, Recreation Director
Frank Carrillo, Economic Development
Othón Luna, Assistant Fire Chief
John Miranda, Acting Chief of Police
Tony Reyes, Supervisor Dist. 4
Manuel Figueroa, Justice of the Peace

PLEDGE OF ALLEGIANCE/INVOCATION: The Pledge of Allegiance to the flag was led by Councilmember Carlos Bernal and an invocation was given by Abel Zazueta, Pastor of The Door, local church.

CALL TO THE PUBLIC: Mayor Harper acknowledged the presence of Tony Reyes, Supervisor of Dist. 4, and Manuel Figueroa, Justice of the Peace.

Eddie Jenkins, Chamber of Commerce, stated that Members of the Chamber of Commerce are concerned with the traffic congestion that has occurred due to the Southbound checkpoint. He stated that this checkpoint has been placed at the busiest time of the season and that figures show a decrease in sales of 30% since the checkpoint began. Mayor Harper asked if the Chamber of Commerce has any suggestions. Mr. Jenkins stated that he would like to discuss suggestions that the Chamber of Commerce has with the Chief of Police. Mayor Harper stated that he spoke with the Port Director, Mr. Max Phitzer, who indicated that this is the last week that the checkpoint will be there and that it is a measure that is being taken all along the border. Mayor Harper added that he is as concerned as everybody.

2. Providing underground wiring for street lights in the downtown area. $11,000.00 (APS)

3. Adding seven additional street lights to the system-investment cost. $10,000.00 (APS)

4. Additional sidewalk to be placed in the right-of-way where no sidewalk exists at the present. $15,000.00 (ADOT)

5. Addition of pedestrian lights on the same poles as the street lights. These lights will light the sidewalk area. $ 9,000.00 (APS)

TOTAL $75,000.00

The City of San Luis also requested APS to provide "festoon outlets" on each of 16 light poles in the downtown area. These outlets would provide a plug-in for festival lighting, Christmas decorations, etc. The cost of the festoon outlets is estimated by APS at $4,000.00. This amount will be paid directly to APS. The amount includes installation of the outlet itself all wiring required for the outlet, cutting the pole, and mounting the outlets. Energy will not be metered. As a closing comment, the City Administrator Mr. Alex Ruiz stated that the grand total is $79,000.00 including the "festoon outlets".

No other questions or comments were made by the City Council.

Motion C.Bernal/D.Gamboa to approve this item as presented. Motion passed unanimously.

REPORTS:

8. **MAYOR AND COUNCIL REPORTS.** Mayor Harper mentioned that there is still much work to be done with the annexation, because now we need to annex to Avenue "A".

9. **CITY ADMINISTRATOR REPORT.**

10. **ADJOURNMENT.** Motion C.Bernal/J.L.Suarez to adjourn. Motion passed unanimously, the regular council meeting adjourned at approximately 8:25 p.m.

JPA 98-153

APPROVAL OF THE SAN LUIS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SAN LUIS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23rd day of December, 1998

Gerald W. Hunt
City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-1978TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 5, 1999.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/17873

Enc.