



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2037

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA FOR A RUMBLE STRIP PROJECT ON JUAN SANCHEZ BOULEVARD AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY OF SAN LUIS AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, as follows:

Section 1. It is deemed in the best interest of City of San Luis and its residents that the city enter into an Intergovernmental Agreement with the State of Arizona through its Arizona Department of Transportation (ADOT) for the design, construction, and installation of centerline rumble strips, thermoplastic pavement markings, raised pavement markers, new signs and associated work on Juan Sanchez Blvd. from 10th Avenue (Avenue H) to Avenue E (SR 195), (the "Project"). The State will administer the design and advertise, bid and award the construction phase of the Project.

Section 2. A true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full.

Section 3. The Mayor or City Manager and his designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect.

Section 4. The San Luis City Clerk and her designee are authorized and directed to maintain this Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the Arizona Department of Transportation.

Section 5. It is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this resolution shall become immediately operative and in force from and after the date of posting hereof.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 14th day of March 2018



Gerardo Sanchez, Mayor

ATTEST:

for 
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marjon Macuil, City Attorney

ADOT CAR No.: IGA 17-0006734-I
AG Contract No.: P0012018000623
Project Location/Name: Juan Sanchez
Blvd; 10th Ave-Avenue E (SR 195)
Type of Work: Rumble Strip
Improvements
Federal-aid No.: HSIP-SLS-0(204)T
ADOT Project No.: T0165 01D/01C
TIP/STIP No.: SL18-01C
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SAN LUIS

THIS AGREEMENT is entered into this date March 22, 2018 pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 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 § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The improvements proposed in this Agreement, include the design, construction, and installation of centerline rumble strips, thermoplastic pavement markings, raised pavement markers, new signs and associated work on Juan Sanchez Blvd. from 10th Avenue (Avenue H) to Avenue E (SR 195), (the "Project"). The State will administer the design and advertise, bid and award the construction phase of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The Parties agree that the City and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
6. The Parties acknowledge that the final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the programmed amount.
7. The Parties will perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.
8. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City designated agent for the Project.
 - b. Prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the development of the Project.
 - c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.
 - d. Submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved.

Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

- e. After receipt of FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. After the Project is awarded, invoice the City for the difference between estimated and actual costs, if applicable.
 - f. Notify the City of substantial completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the City, and provide a copy to the City indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - g. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.
 - h. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
2. The City will:
- a. Designate the State as the City's authorized agent for the Project.
 - b. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments within two weeks of receipt to the State as appropriate.
 - c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

- e. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- f. Not permit or allow any encroachments on, or private use of, the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- g. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.
- h. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
- i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City-requested changes to the scope of work of the Project; such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- j. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- k. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
- l. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within 10 years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
5. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
6. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.
7. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

9. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. The City acknowledges that as a condition to receiving any federal financial assistance from the U.S. Department of Transportation (DOT), through FHWA and ADOT, the City is subject to and will comply with the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964); 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); 23 C.F.R. Part 200 Subchapter C-Civil Rights (Title VI program implementation and related statutes). The City has agreed to and signed Title VI Assurances as required by the US DOT Order 1050.2A. The Title VI Assurances are incorporated into this Agreement as set forth herein and attached hereto in full as Attachment One.
11. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov
12. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
14. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
16. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds

are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

- 17. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
- 18. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
- 19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
- 20. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 21. 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:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of San Luis
Attn: Kay Marion Macuil
City Attorney
1090 E. Union Street
(by in-person delivery)
P.O. Box 1170 (by mail)
San Luis, Arizona 85349
Phone (928) 341-8526
Fax (928) 722-0263
kmacuil@cityofsanluis.org

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545

City of San Luis
Attn: Eulogio Vera,
Public Works Director
1090 E. Union Street
(by in-person delivery)
P.O. Box 3750 (by mail)
San Luis, Arizona 85349
Phone (928) 341-8577
Fax (928) 341-8599
evera@cityofsanluis.org

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545

City of San Luis
Attn: Monica Castro
Finance Director
1090 E. Union Street
(by in-person delivery)
P.O. Box 7740 (by mail)
San Luis, Arizona 85349

Phone (928) 341-8553
Fax (928) 341-8549
Mcastro@cityofsanluis.org

22. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement 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

STATE OF ARIZONA

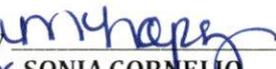
Department of Transportation

By 

GERARDO SANCHEZ
Mayor

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By 
for **SONIA CORNELIO**
City Clerk

Phone (928) 341-8553
Fax (928) 341-8549
Mcastro@cityofsanluis.org

22. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement 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 SANLUIS

By 
GERARDO SANCHEZ
Mayor

STATE OF ARIZONA

Department of Transportation

DocuSigned by:

By 2C8E28BDDC8C4A2
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By 
for **SONIA CORNELIO**
City Clerk

IGA 17-0006734-I

ATTORNEY APPROVAL FORM FOR THE CITY OF SAN LUIS

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SAN LUIS, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 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.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 14 day of March, 2018.



Kay Marion Macuil
City Attorney

EXHIBIT A

IGA 17-0006734-I Cost Estimate

T0165 01D/01C

The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T016501D (scoping/design):

FHWA's contribution @ 100%	\$ 130,000.00
Subtotal – Scoping/Design/PDA*	\$ 130,000.00

T016501C (construction):

FHWA's contribution @ 100%	\$ 188,374.00
Subtotal – Construction**	\$ 188,374.00
Estimated TOTAL Project Cost	\$ 318,374.00
Total Federal Funds	\$ 318,374.00

* (Includes ADOT Project Development Administration (PDA) Costs)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

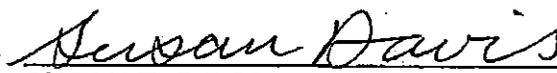
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012018000623 (**ADOT IGA/JPA 17-0006734-I**), an Agreement between public agencies, the State of Arizona and the City of San Luis, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, 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.

DATED: March 22, 2018

MARK BRNOVICH
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/6914220

Sonia Cornelio

From: Sonia Cornelio
Sent: Tuesday, October 19, 2021 9:45 AM
To: Eulogio Vera
Cc: Melissa Lopez
Subject: RE: 17-0006734-Dist SW-City of San Luis-T0165 01D-01C-EXECUTED

Good morning Eulogio,

For clarification as to why this IGA was not recorded is due to the agreement not being sent to the City Clerk's Office in a timely manner and the project was completed approximately three (3) months after signing the IGA.

Thank you

Sonia Cornelio
City Clerk
City of San Luis
1090 E. Union Street
San Luis, AZ 85349
(928) 341-8520 office
(928) 341-8539 fax
www.sanluisaz.gov

****NOTICE****

To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

From: Eulogio Vera
Sent: Monday, October 4, 2021 8:43 AM
To: Melissa Lopez <MLopez@sanluisaz.gov>; Sonia Cornelio <SCornelio@sanluisaz.gov>
Subject: FW: 17-0006734-Dist SW-City of San Luis-T0165 01D-01C-EXECUTED

Good morning Melissa,

Good News!! I found the executed IGA.

Thanks
Eulogio

From: Korina Lopez <KLopez2@azdot.gov>
Sent: Thursday, March 22, 2018 4:30 PM
To: Kay Macuil <kmacuil@cityofsanluis.org>; Eulogio Vera <evera@cityofsanluis.org>
Cc: Tricia Brown <TBrown2@azdot.gov>; Liliana Rubinstein <LRubinstein@azdot.gov>
Subject: 17-0006734-Dist SW-City of San Luis-T0165 01D-01C-EXECUTED

Good afternoon,

Attached you will find the above-mentioned EXECUTED IGA between ADOT and the City of San Luis.

If you have any questions do not hesitate to contact me.

Thanks!

Korina Lopez

Manager

Joint Project Agreement Section

205 S. 17th Avenue

Phoenix, AZ 85007

602.712.8753

www.azdot.gov

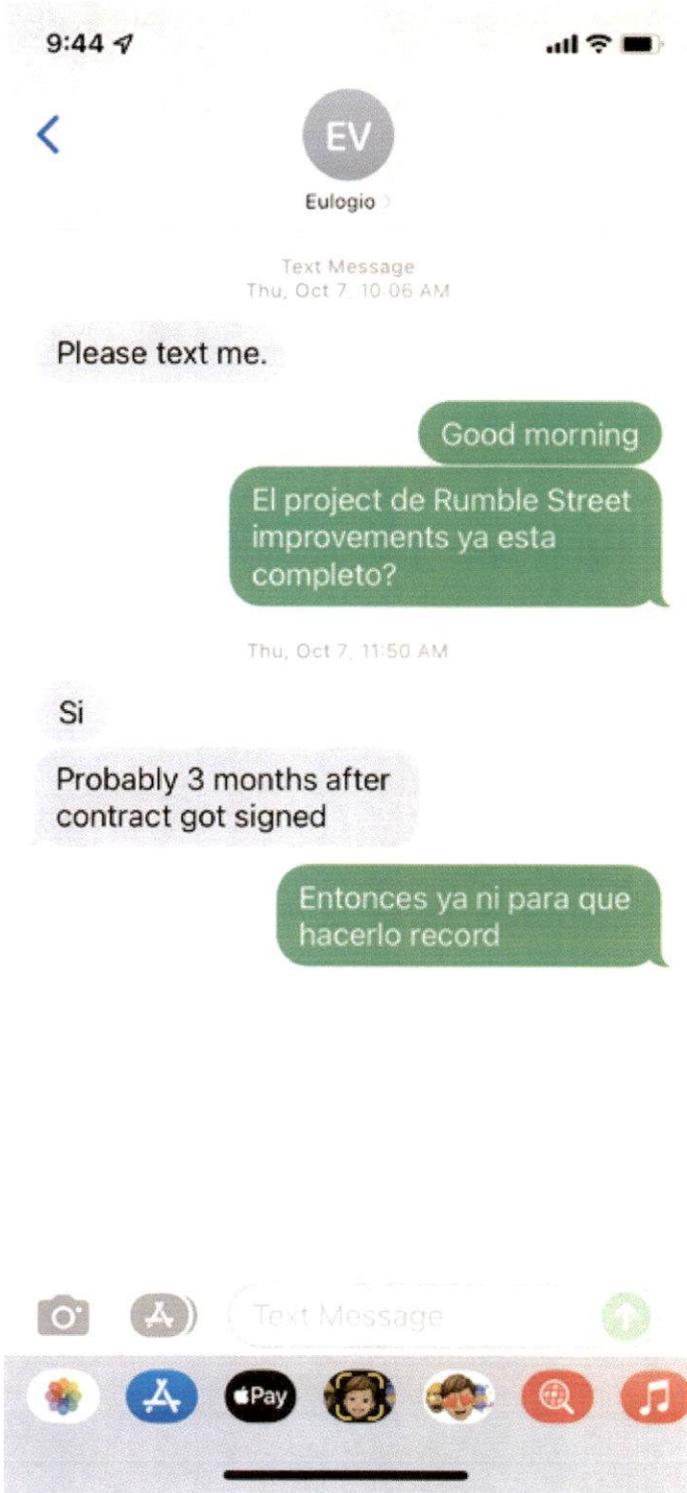


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Sonia Cornelio

From: Sonia Cornelio
Sent: Tuesday, October 19, 2021 9:50 AM
To: Sonia Cornelio
Subject: RE: Executed IGA Rumble Trip Improvements

From: Sonia Cornelio
Sent: Tuesday, October 19, 2021 9:49 AM
To: Sonia Cornelio <SCornelio@sanluisaz.gov>
Subject: Re: Executed IGA Rumble Trip Improvements



Sent from my iPhone

Sonia Cornelio
City Clerk
City of San Luis
1090 E. Union Street
San Luis, AZ 85349
[\(928\) 341-8520](tel:(928) 341-8520)
[\(928\) 341-8539](tel:(928) 341-8539)
www.sanluisaz.gov

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On Oct 19, 2021, at 9:46 AM, Sonia Cornelio <SCornelio@sanluisaz.gov> wrote:

<image0.png>

Sent from my iPhone

Sonia Cornelio
City Clerk
City of San Luis
[1090 E. Union Street](#)
[San Luis, AZ 85349](#)
[\(928\) 341-8520](tel:(928)341-8520)
[\(928\) 341-8539](tel:(928)341-8539)
www.sanluisaz.gov

****NOTICE****

To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

Melissa Lopez

From: Melissa Lopez
Sent: Monday, March 19, 2018 2:48 PM
To: 'Liliana Rubinstein'
Cc: Kay Macuil
Subject: RE: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT
Attachments: 20180319123515816.pdf

Importance: High

Good afternoon Liliana,

Attached is a scanned copy of Resolution No. 2037 and the IGA which was approved the City Council on March 14. Can you please provide me with a fully executed copy once is approved by your entity? Thank you.

From: Liliana Rubinstein [mailto:LRubinstein@azdot.gov]
Sent: Thursday, March 01, 2018 9:39 AM
To: Kay Macuil <kmacuil@cityofsanluis.org>; Tricia Brown <TBrown2@azdot.gov>
Cc: Janet Taylor <jtaylor@cityofsanluis.org>; Tadeo A. DeLaHoya <tdelahoya@cityofsanluis.org>; Melissa Lopez <MLopez@cityofsanluis.org>; Korina Lopez <KLopez2@azdot.gov>
Subject: RE: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT
Importance: High

Good morning Ms. Macuil,

Thank you so much for your quick response. The agreement is ready and I have attached it to this email for your review. I will have the DocuSign document ready to send out as soon as we receive the approval from your council.

If you have any questions or concerns please let me know.

Thank you again for your quick response,

Liliana Rubinstein
Joint Project Agreement Specialist
205 S. 17th Ave., Rm. 213 MD637E
Phoenix, Arizona 85007
602.712.7124
602.712.3132 Fax
www.azdot.gov



From: Kay Macuil [mailto:kmacuil@cityofsanluis.org]
Sent: Thursday, March 1, 2018 7:26 AM
To: Liliana Rubinstein; Tricia Brown
Cc: Janet Taylor; Tadeo De La Hoya; Melissa Lopez
Subject: FW: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT

Hello Ms. Rubinstein:

Here are the names email addresses you requested for the ADOT Juan Sanchez Blvd and 10th Avenue and Avenue E Agreement

1. Tadeo A. De La Hoya tdelahoya@cityofsanluis.org
City Manager
2. Melissa Lopez mlopez@cityofsanluis.org (The Clerk is on leave but her name and email address is
Deputy City Clerk Sonia Cornelio
scornelio@cityofsanluis.org)
3. Kay Marion Macuil kmacuil@cityofsanluis.org
City Attorney

The deadline for the next regular Council Meeting has passed. However, if the agreement is ready, I can review it this week and can get it into our approval system for the Council's Agenda on Monday, we can still get it on to the March 14, 2018, Agenda.

Otherwise, our next deadline is March 14 for the March 28 Council Meeting.



Kay
Kay Marion Macuil
San Luis City Attorney

(928) 341-8526 Direct Office Line
(928) 919-6838 Cell

Legal Secretary, Janet Taylor (928) 314-9117

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From: Eulogio Vera
Sent: Wednesday, February 28, 2018 8:48 PM
To: Tadeo A. DeLaHoya <tdelahoya@cityofsanluis.org>; Kay Macuil <kmacuil@cityofsanluis.org>
Cc: Melissa Lopez <MLopez@cityofsanluis.org>
Subject: FW: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT

Good Evening,

Below is the email I mentioned. It is for the rumble stripe project using FHWA funds between 10th Ave. and Avenue E on JSB.

Thanks
Eulogio

From: Eulogio Vera
Sent: Wednesday, February 28, 2018 8:47 PM
To: 'Liliana Rubinstein' <LRubinstein@azdot.gov>
Cc: Tricia Brown <TBrown2@azdot.gov>; Melissa Lopez <MLopez@cityofsanluis.org>
Subject: RE: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT

Thank You. I have copied our Deputy Clerk so we can get you the information requested. She will also be the best person to help us with the signatures.

Eulogio

From: Liliana Rubinstein [<mailto:LRubinstein@azdot.gov>]
Sent: Wednesday, February 28, 2018 3:59 PM
To: Eulogio Vera <evera@cityofsanluis.org>
Cc: Tricia Brown <TBrown2@azdot.gov>
Subject: RE: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT

Good afternoon Eulogio,

On February 22, 2018, I sent you the below email regarding the Juan Sanchez Blvd; 10th Ave-Avenue E agreement. I apologize for any inconvenience this may cause you, but this agreement is of high-importance. Please provide me the required information and let me know if you have any questions or concerns.

Please provide the next Council/Board meeting date and deadline for getting this DRAFT on the Council/Board Agenda, so that we may coordinate schedules for obtaining signatures.

In efforts to expedite the processing of Agreements, we are requesting for all agencies to use electronic signatures. ADOT has incorporated an electronic signature practice using DocuSign. There is no cost for you to utilize DocuSign. For detailed information you may access DocuSign, watch the Signing video or read the how-to guide Signing Documents Electronically with DocuSign.

Please provide the missing information below and verify that what I have is correct (signatory, title, email, and your preferred signing order) if you will participate in the DocuSign electronic signature process.

- 1. (NAME) _____ Email address
City Manager
- 2. (NAME) _____ Email address
City Clerk
- 3. (Name) _____ Email address
City Attorney

Thank you,

Liliana Rubinstein
Joint Project Agreement Specialist
205 S. 17th Ave., Rm. 213 MD637E
Phoenix, Arizona 85007
602.712.7124
602.712.3132 Fax
www.azdot.gov


From: Liliana Rubinstein
Sent: Thursday, February 22, 2018 10:58 AM
To: 'evera@cityofsanluis.org'
Cc: Tricia Brown
Subject: 17-0006734-Dist SW-City of San Luis-T016501D_01C-DRAFT

Good morning,

Attached is the above-mentioned Agreement. Please review, route to all appropriate personnel for review, including the City's legal counsel, and provide any comments/concerns no later than Friday, March 2, 2018. If you will require more time please provide an estimated expected date to have comments returned.

Please provide the next Council/Board meeting date and deadline for getting this DRAFT on the Council/Board Agenda, so that we may coordinate schedules for obtaining signatures.

In efforts to expedite the processing of Agreements, we are requesting for all agencies to use electronic signatures. ADOT has incorporated an electronic signature practice using DocuSign. There is no cost for you to utilize DocuSign. For detailed information you may access DocuSign, watch the Signing video or read the how-to guide Signing Documents Electronically with DocuSign.

Please provide the missing information below and verify that what I have is correct (signatory, title, email, and your preferred signing order) if you will participate in the DocuSign electronic signature process.

- | | |
|---------------------------------|---------------|
| 1. (NAME) _____
City Manager | Email address |
| 2. (NAME) _____
City Clerk | Email address |
| 3. Name _____
City Attorney | Email address |

Thank you,

Liliana Rubinstein
Joint Project Agreement Specialist

205 S. 17th Ave., Rm. 213 MD637E
Phoenix, Arizona 85007
602.712.7124
602.712.3132 Fax
www.azdot.gov


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