

EXHIBIT A TO RESOLUTION NO. R2020-018

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
THE CITY OF SAN LUIS, AZ**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, (“Effective Date”) by and between the City of Yuma, a municipal corporation of the State of Arizona (“Yuma”) and the City of San Luis, a municipal corporation of the State of Arizona (“San Luis”). Yuma and San Luis are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Yuma is a charter city and political subdivision of the State of Arizona, duly incorporated pursuant to the Constitution and laws of the State of Arizona; and,

WHEREAS, San Luis is a general law city and political subdivision of the State of Arizona, duly incorporated pursuant to the Constitution and laws of the State of Arizona; and,

WHEREAS, both Parties are public agencies as defined by Arizona Revised Statutes (A.R.S.) §11-951; and,

WHEREAS, A.R.S. §11-952 provides that two or more public agencies may jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action; and,

WHEREAS, A.R.S. §9-471 grants the power to cities or towns to extend and increase their corporate limits by annexation; and,

WHEREAS, A.R.S. §9-471(C) provides that two or more cities or towns may enter into agreements regarding annexation; and,

WHEREAS, both Parties desire to make an agreement regarding the territory discussed in this Agreement and described on Exhibit A and as shown on Exhibit B, each attached hereto and incorporated herein, so as to establish annexation areas for each Party and to provide the terms and conditions with respect to utilization of the power of annexation by either Party.

NOW THEREFORE, it is agreed by and between the Parties as follows:

1. The term of this Agreement shall be for a period of ten (10) years and may be renewed by appropriate action of the governing bodies of Yuma and San Luis for additional five (5) year periods up to a total of twenty (20) years.
2. The purpose of this Agreement is to clarify the future boundaries between Yuma and San Luis so that both Parties in the utilization of their power of annexation shall not conflict with one another.

3. The Parties agree, to the extent permitted by law, to cooperate in the exercise of their annexation authority to carry out the intent and purposes of this Agreement.

4. The Parties agree Yuma may extend and increase its existing corporate limits, through annexation processes established by Arizona state law, by annexing any or all of the territory east of the Avenue A alignment up to one half mile north of the United States Border with Mexico.

A. To the extent Yuma annexes any of the territory described in Paragraph 4, San Luis agrees to take no action in opposition to any zoning amendment or land use that involves the establishment or operation of a “spaceport,” aerospace operations, or any other like facility engaged in the development or operation of mechanically propelled rocketry or spacecraft from or within that territory described in this paragraph 4.

5. The Parties agree San Luis may extend and increase its existing corporate limits, through annexation processes established by Arizona state law, by annexing any or all of the territory east of Avenue A and within one-half mile of the United States Border with Mexico. Once annexed, in order not to interfere with the possible future development of a spaceport or like facility, San Luis agrees to consult with the City of Yuma and shall not permit development that would interfere with the possible development of a spaceport or like facility.

6. Notwithstanding any of the information provided on Exhibits A and B, the Parties agree San Luis shall not exercise any annexation authority on any property in unincorporated Yuma County, that is more than one half mile north of the Mexico-U.S. Border and east of the Avenue A alignment, and Yuma shall not exercise any annexation authority on any property in unincorporated Yuma County that is west of the Avenue A alignment and south of East County 19th Street.

7. Each Party agrees to not oppose each other’s annexation efforts with regard to the territories described above, and to cooperate and support each other’s efforts to extend their boundaries with regards thereto.

8. The Parties agree that this Agreement shall be construed and governed in accordance with the laws of the State of Arizona, and this Agreement is specifically subject to the conflict of interest provisions of A.R.S. §38-511.

9. This Agreement shall be in full force and effect from the first day upon which it is executed after approval of the governing bodies and in compliance with A.R.S. §11-952.

[Signature page follows]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorized officers and representatives on the Effective Date above.

THE CITY OF YUMA

THE CITY OF SAN LUIS

BY: _____
Douglas Nicholls
MAYOR

BY: _____
Gerardo Sanchez
MAYOR

Attest:

Attest:

BY: _____
City Clerk

BY: _____
City Clerk

APPROVED AS TO FORM AND AUTHORITY

The undersigned hereby state that they have reviewed the proposed intergovernmental Agreement on behalf of the City of Yuma and the City of San Luis and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

BY: _____
Richard W. Files
City Attorney
City of Yuma

BY: _____
Kay Marion Macuil
City Attorney
City of San Luis

Exhibit A
“Legal Description”

1. Portion of Township 11 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All of Sections 13, 14, 15, 16, 21, 22, 23, 24, 25, 26 and 27;
 - B. All parts of Sections 28, 33, 34, 35, and 36 lying north of the USA-Mexico international boundary.

2. Portion of Township 11 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All of Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36.

3. Portion of Township 12 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All parts of Section 1 lying north of the USA-Mexico international boundary.

4. Portion of Township 12 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All of Sections 1, 2, 3 and 12;
 - B. All parts of Sections 4, 5, 6, 9, 10, 11, 12, and 13 lying north of the USA-Mexico international boundary.

THE ABOVE DESCRIBED PARCELS CONTAIN APPROXIMATELY 28,926.55 ACRES, MORE OR LESS.

