

Robyn Stallworth Piquette County Recorder, YUMA County AZ

WHEN RECORDED, MAIL TO:



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

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2220

Intergovernmental Agreement with Arizona Department of Transportation

Construction of County 24th Street between Avenues F and H (also known as 10th

Avenue



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2220

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT WITH FEDERAL FUNDS COUNTY 24TH STREET BETWEEN AVENUES F AND H (ALSO KNOWN AS 10TH AVENUE) IN SAN LUIS, ARIZONA; SUPERSEDING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to contract with the Arizona Department of Transportation to construct County 24th Street from Avenue F to 10th Avenue in San Luis, Arizona.

Section 2: A true copy of the intergovernmental agreement is incorporated into this resolution as though set forth again in full.

Section 3: The Mayor is authorized and directed to execute the said agreement for and on behalf of the City of San Luis.

Section 4: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5: If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

Section 6: If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

[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 22nd day of June 2022.


Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

for Anthony, Deputy city clerk
Sonia Cornelio, City Clerk

Kay Marion Macuil
Kay Marion Macuil, City Attorney

ADOT CAR No.: IGA 22-0008568-I
AG Contract No.: P001 2022 000724
Project Location/Name: County 24th St
Extension; Avenue F - Avenue H
Type of Work: Construct New Road
ADOT Project No.: T0360 01D 01C
TIP/STIP No.: SL22-01C
CFDA No.: 20.205 – Highway Planning
and Construction
Budget Source Item No.: HURF Exchange

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SAN LUIS

THIS AGREEMENT is entered into this date 7/5/2022, 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 § 28-334 and § 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 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. The City desires to utilize HURF Exchange funding for the construction of roadway grading, roadway base, asphaltic concrete, signing and marking of County 24th Street Extension from Avenue F to Avenue H, hereinafter referred to as the "Project." The primary purpose of this Project is the improvement of the efficiency, reliability and safety of the traveling public.
4. The Project is located on a major collector functional classification on the federal aid system. The Yuma Metropolitan Planning Organization (YMPO) has confirmed the Project's eligibility for federal Surface Transportation Block Grant Program (STBGP) funds for areas with population of 200,000 or less according to the most recent annual population estimates produced by the Arizona Department of Administration.
5. All phases of the Project are programmed in the approved, fiscally-constrained portion of the applicable Transportation Improvement Program (TIP) as "HURF Exchange."

6. No phase of the Project has previously been funded with any category of federal aid funding.
7. No phase of the Project is currently programmed with any category of federal aid funding.
8. The City has represented to the State that it will be able to, and will, meet the schedule requirements of this Agreement.

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. DEFINITIONS AND ACRONYMS

Apportionments	Surface Transportation Block Grant Program funds provided by ADOT on a discretionary basis to Arizona COGs and MPOs.
AFIS	The Arizona Financial Information System administered by the Arizona Department of Administration.
Authorization	The approval by the State of the use of HURF Exchange funding for a Project phase.
Change in Scope	Any change to a Project or Project phase which increases the footprint or adds or decreases features to a Project (for example: pedestrian bridge, roundabout, traffic signal, etc.).
COG	Council of Governments
Date of Authorization	The date on which the State approves the use of HURF Exchange funding for a Project phase. This is also the date on which HURF Exchange funded costs for the Project phase may begin to be incurred.
Eligible Costs	Costs directly associated with the design, acquisition or right of way, and construction of the Project, including necessary safety items. Other items unavoidably required for the primary purpose of the Project, which is to improve the efficiency and safety of motor vehicle travel on the roadway, may be considered part of the eligible costs. These items may include utility relocation, sidewalks, ADA ramps and safety features.
Federal Highway Administration (FHWA)	A division of the US Department of Transportation specializing in highway transportation.
Final Project Phase Amount	Total cost of the Project phase based on the contract, less any ineligible costs but including a reasonable amount for construction engineering and contingency. For Project phases performed using the City's own forces, the Final Project Phase Amount is the amount for the respective phase as estimated in the "Project Cost Estimate" in the HURF Exchange Cost and Schedule tool workbook.

Final Voucher	The final accounting of the Project, prepared by ADOT after the Project is fully complete.
Fully executed IGA	An IGA which has received all required approvals and opinions and has been signed by all parties.
HURF	The state of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles on the public highways of the state. These collections include gasoline and use-fuel taxes, motor-carrier taxes, vehicle-license taxes, motor vehicle registration fees and other miscellaneous fees. These revenues are deposited in the Arizona Highway User Revenue Fund (HURF) and are then distributed to the cities, towns and counties and to the State Highway Fund. These taxes represent a primary source of revenues available to the state for highway construction, improvements and other related expenses.
HURF Exchange funding	State Highway Funds which are exchanged for federal Surface Transportation Block Grant Program funds for areas of under 200,000 population and under 5,000 population pursuant to Arizona Revised Statutes §28-6993.G. HURF Exchange funding will be credited to the applicable COG or MPO at 90% of the amount of the federal Surface Transportation Block Grant Program funds programmed for the Project in the TIP.
HURF Exchange Project Forms	<p>The forms in Attachment One, prescribed by ADOT and to be used by the City for HURF Exchange Projects, completed, approved and signed as required. The forms include:</p> <ul style="list-style-type: none">• HURF Exchange Project Scoping Form• HURF Exchange Project Cost Estimate• HURF Exchange Project and Draw Schedule• HURF Exchange Draw and Final Reimbursement Invoice
IGA	Intergovernmental agreement
Ineligible costs	<p>Costs which are not eligible. Ineligible costs include, but are not limited to, the following:</p> <ul style="list-style-type: none">• Maintenance, which is scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (crash) or season (potholes), or work requiring regular reoccurring attention, such as fence repair, culvert cleanouts, etc.• Scoping.• Costs incurred prior to date of finance authorization.• Any items outside of the Project right of way.• Utility relocation which is not directly and unavoidably caused by the HURF Exchange Project.

- Betterments of utilities.
- Any other costs which are not eligible costs as defined above.

LPA	Local Public Agency Section of ADOT
Maintenance	Scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (such as an accident) or season (such as potholes), or work requiring regular reoccurring attention, such as fence repair, culvert cleanouts, and other ongoing work.
MPO	Metropolitan Planning Organization
Obligation	The application of State Highway Funds on a Project phase in AFIS.
Obligation Authority (OA)	The amount of apportionments which may be obligated in a federal fiscal year. ADOT provides obligation authority, on a discretionary basis, to COGs/MPOs.
Substantial completion	<p>The Project is substantially complete when all of the following, as applicable, have occurred:</p> <p>(A) All lanes of traffic of the completed Project are finished and accepted and traffic can move unimpeded through the Project at the posted speed;</p> <p>(B) All signage is in place and accepted;</p> <p>(C) All guardrails, drainage devices, ditches, excavation and embankment have been accepted; and</p> <p>(D) The only work left for completion is incidental, away from the paved portion of the road, and does not affect the safety or convenience of the traveling public.</p>
Surface Transportation Block Grant Program (STBGP)	A category of funding under the federal aid highway program. The subcategories of STBGP applicable to the HURF Exchange program are Under 200,000 population and Under 5,000 population. One hundred percent (100%) of the amount of Surface Transportation Block Grant Program apportionments and obligation authority programmed for the Project in the TIP will be charged to the applicable COG or MPO in exchange for HURF Exchange funding.
TIP	Transportation Improvement Program

III. SCOPE OF WORK

1. The City has represented to the State that it will be able to complete the Project phases according to the Funding Transfer and Authorization Schedule table below.

Funding Transfer and Authorization Schedule Table				
Project Phase(s) Programmed in TIP Intended as HURF Exchange	Fiscal Year Programmed	STBGP Apportionments and OA Charged to COG/MPO*	HURF Exchange Funding Credited to COG/MPO	Deadline to Submit Authorization Request to ADOT
Design				
Right of Way				
Construction	2022	\$1,345,760.00	\$1,211,184.00	5-15-22
Other:				
TOTAL		\$1,345,760.00	\$1,211,184.00	
*STBGP apportionments and obligation authority will be charged to the COG/MPO at 100% of this amount.				

2. The State will:
- a. Make the following funding transfers prior to the authorization of each Project phase:
 - (1) Transfer 100% of the applicable STBGP apportionments and obligation authority for the respective Project phase from the applicable COG/MPO to the State.
 - (2) Transfer State Highway Funds to the COG/MPO in the amount of 90% of the applicable STBGP apportionments and obligation authority for the respective Project phase.

These transfers will be made only after, and are conditioned upon, completion of the prior phase, if any, and receipt of an authorization request and required documents for the phase to which the transfer applies.
 - b. After completion of the above transfers for each Project phase, give authorization, obligate State Highway Funds, and notify the City that the phase may be advertised, consultants or contractors may be selected, or work can begin.
 - c. After receipt of the final itemized budget and final Project phase amount for each Project phase, review and adjust the amount authorized and obligated in AFIS, as necessary, to be equivalent to the Final Project Phase Amount.
 - d. If the Final Project Phase Amount is:
 - (1) Less than the amount obligated for that phase, release any excess HURF Exchange funding in AFIS and return it to the COG/MPO for reprogramming.

- (2) Greater than the amount of HURF exchange funding obligated, the City is solely responsible for the difference.
 - e. Pay State Highway Funds to the City for eligible costs for each obligated Project phase as follows:
 - (1) First 30% - Prior to the start of work and within 30 days approval of an invoice from the City.
 - (2) Second 30% - Within 30 days of approval of an invoice and copies of Project phase invoices received and paid by the City which demonstrate the work has progressed, or is progressing, to 30% completion.
 - (3) Third 30% - Within 30 days of approval of an invoice and copies of further Project phase invoices received and paid by the City which demonstrate the work has progressed, or is progressing, to 60% completion.
 - (4) Final 10% of each phase, except the final phase, will be reimbursed to the City by the State within 30 days of approval of invoice, copies of final Project phase invoices received and paid by the City which demonstrate the phase is completed. For the final phase, the final 10% will be reimbursed within 30 days of the completion of the final voucher. Upon payment of the final 10%, no further invoices will be accepted or paid.
 - f. After each subsequent phase is authorized and upon payment of the final invoice from the City for the preceding phase, close the preceding phase in AFIS and return any remaining funds to the applicable COG/MPO for reprogramming.
 - g. After all phases have been completed, conduct a final Project walk-through in conjunction with the City, the applicable COG/MPO and FHWA as required.
 - h. Prepare a final voucher for the Project upon completion of all phases, and return any remaining funds to the applicable COG/MPO for reprogramming.
3. The City will:
- a. Utilize the HURF Exchange funding only for the Project and phase(s) which are the subject of this Agreement.
 - b. Adhere to the Project schedule in Section III.1.
 - c. Begin work, initiate selection of consultants or contractors or advertise the Project, as applicable, within 60 days of the date of authorization.
 - d. Approve and expend any funds required for the Project in excess of the HURF Exchange funding to ensure the Project is successfully completed on schedule.
 - e. Pay the final 10% of Project costs, to be reimbursed by ADOT within 30 days of the completion of the final voucher.

- f. Submit an authorization request for each HURF Exchange Project phase to the ADOT Project Manager (PM) which includes the following documents, updated as necessary for each successive Project phase:

- (1) HURF Exchange Project Cost Estimate form;
- (2) HURF Exchange Project and Draw Schedule;
- (3) A map indicating the location, functional class and limits of the Project;
- (4) A copy of the TIP reflecting the HURF Exchange programming; and
- (5) Other documents as may be required by the State.

Include an Invoice for first 30% progress payment with the authorization request if the Project phase is being performed with the City's own forces.

- g. Within sixty (60) days of the selection of consultant or award of a contract for each Project phase, submit to the ADOT PM:

- (1) The final Project phase scope with itemized costs;
- (2) The final schedule, including the dates the work will start and end and the anticipated dates of each progress payment request; and
- (3) The final itemized budget with Final Project Phase Amount.

- h. If the Final Project Phase Amount is greater than the amount of HURF exchange funding obligated, be solely responsible for the difference.

- i. Invoice ADOT for eligible costs for each obligated Project phase as follows using the HURF Exchange Draw and Final Reimbursement Invoice:

- (1) First 30% - Prior to the start of work.
- (2) Second 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 30% completion including:
 - i. Copies of Project phase invoices, pay requests, estimates and other cost records received by the City and indicating payment status, or, if the City is performing the work with its own forces, a summary of costs expended, and
 - ii. A status report related to the Project phase schedule.
- (3) Third 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which

demonstrate the work has progressed, or is progressing, to 60% completion, including:

- i. Copies of further Project phase invoices, pay requests, estimates and other cost records received by the City and indicating payment status, or if the City is performing the work with its own forces, a summary of costs expended, and
 - ii. A status report related to the Project phase schedule.
 - j. After all phases have been completed, participate in the final Project walk-through in conjunction with ADOT, the applicable COG/MPO and FHWA as required.
 - k. Within 15 business days of substantial completion of the construction phase, notify the ADOT PM to schedule a final Project walk-through.
 - l. Within 60 days of completion of the construction phase, submit the close out package to the ADOT PM which includes:
 - (1) An invoice for the final 10%;
 - (2) Copies of warrants or checks reflecting total costs paid by the City for construction;
 - (3) The Project Acceptance letter from the City to the contractor; and
 - (4) A close-out letter to ADOT.
 - m. Be responsible for complying with any federal requirements applicable to the Project.
 - n. If the City files a condemnation action, the City shall request an order of immediate possession.
 - o. Repay all HURF Exchange payments to ADOT if the Project is not constructed within two years of the completion of design and obtaining all rights of possession of right of way parcels. Upon receipt of an invoice from ADOT, the City shall pay the full amount within 30 days, as provided in paragraph III.4.d of this Agreement.
 - p. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
4. The Parties agree:
- a. The HURF Exchange program is offered at ADOT's discretion. ADOT reserves the right to discontinue the HURF Exchange program at any time. Such termination will not affect the validity of this Agreement.
 - b. A fully executed IGA does not guarantee funding or constitute permission to begin work. The City must request and receive authorization and a Notice To Proceed from the ADOT PM for each Project phase in advance of starting work.

- c. No Change in Scope is authorized under this Agreement. If the City desires a Change in Scope, a formal amendment to the Agreement is required, signed by both Parties.
- d. If the construction phase is not complete within two years from the completion of design, or if all phases of the project are not completed within three years from the date of the initial obligation of HURF Exchange funding, whichever is earlier, this Agreement will terminate and the City will be required to repay all HURF Exchange advances and reimbursements received to date. The two year period will be calculated as two years from the date the close out letter for the design phase was received by ADOT. Termination under this section will be executed as follows:
 - (1) Thirty days prior to termination, the State will send a letter to the City and ADOT Project Manager, indicating:
 - i. The close out package required in section III.3.n was not received by ADOT within two years of the completion of design or three years from the date of the initial obligation of HURF Exchange funding, whichever is earlier; and
 - ii. The steps necessary to avoid termination of this Agreement.
 - (2) If the close out package is not received by ADOT within 30 days of the date of the letter:
 - i. Any funding remaining on the Project will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project;
 - ii. No further invoices will be accepted from, and no additional payments will be made to, the City for the Project; and
 - iii. The City must repay to ADOT all funds which have been previously paid by ADOT under this Agreement, including all current and previous phases.
 - iv. The State will send an invoice to the City for all HURF Exchange funding advanced or reimbursed for each phase of the Project with the due date by which such funds must be repaid to ADOT.
- e. Expenditures incurred prior to the date of authorization of the applicable phase are not eligible for HURF Exchange.
- f. The amount obligated for each Project phase will be adjusted to the Final Project Phase Amount.
- g. If there is no billing activity in AFIS for 180 days, the City shall provide documentation which justifies the Project phase is still active to the State within 10 days of request. If the City cannot demonstrate such justification, the Project phase will be de-obligated as follows:
 - (1) Thirty days prior to de-obligation, the State will send an email to the City and ADOT Project Manager, providing notification of the funds available on the Project phase,

number of days since the last billing activity in AFIS and the steps necessary to remove the Project phase from pending de-obligation status.

- (2) If the Project phase is not closed or billing activity generated within 30 days of the date of the email, any remaining funding will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project. No further invoices will be accepted from, and no additional payments will be made to, the City for the applicable Project phase.
 - (3) Upon de-obligation of funds from the inactive Project phase, the ADOT Chief Financial Officer will send a letter to the City with notification of the date of de-obligation, the treatment of the de-obligated funds and, if applicable, an invoice for any funding which must be repaid to ADOT or FHWA with the due date(s).
- h. All HURF Exchange submissions and invoices are to be submitted to the assigned ADOT PM.
 - i. Any HURF Exchange funds de-obligated or released from Project phases will be returned to the applicable COG/MPO for reprogramming.

IV. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until all payments contemplated under the Agreement have been made, unless specifically otherwise contemplated in this Agreement.
2. This Agreement may be cancelled at any time prior to the exchange of any HURF funds 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, HURF Exchange Program will no longer be available for use by the City for this project.
3. 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.

4. ADOT assumes no liability or financial responsibility for HURF Exchange Projects. The City is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project and for any claims due to delays, change orders or any other circumstances.
5. The City is required to retain all records related to a HURF Exchange Project for a period of five years after the date of the final payment of HURF Exchange funding from ADOT.
6. All HURF Exchange Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of HURF Exchange funding.
7. ADOT reserves the right to refuse to enter into further HURF Exchange transactions with the City if the City owes repayment of previous HURF Exchange funding or has misused HURF Exchange funds.
8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
9. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
10. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
11. 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".
12. The City acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
13. 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.
14. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by Arizona Revised Statutes § 12-1518.
15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
16. The City must comply with all applicable anti-discrimination laws and regulations.

17. The Parties shall certify that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

City of San Luis
Attn: Eulogio Vera, Director of
Public Works
PO Box 1170
San Luis, AZ 85349
948.341.8577
evera@sanluisaz.gov

For Project Administration:

Arizona Department of Transportation
Local Public Agency Section
205 S. 17th Avenue, Suite 291
Phoenix, AZ 85007
602.712.4173

City of San Luis
Attn: Eulogio Vera, Director of
Public Works
PO Box 1170
San Luis, AZ 85349
948.341.8577
evera@sanluisaz.gov

For Financial Administration:

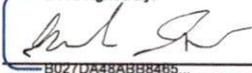
Arizona Department of Transportation
Financial Management Services, Resource
Administration
205 S. 17th Avenue, Mail Drop 200B
Phoenix, AZ 85007

City of San Luis
Attn: Monica Castro, Finance
Director
PO Box 1170
San Luis, AZ 85349
928.341.8553
mcastro@sanluisaz.gov

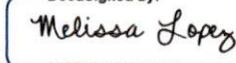
19. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
20. In accordance with Arizona Revised Statutes § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties 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 to be effective upon the signing and dating of all Parties.

CITY OF SAN LUIS

DocuSigned by:
By  Date 7/5/2022
B027DA48A8B8465
GERARDO SANCHEZ
MAYOR

ATTEST:

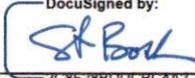
DocuSigned by:
By  Date 7/1/2022
3F630F42EDF84AB...
for **SONIA CORNELIO**
City Clerk

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 A.R.S. 48-572 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.

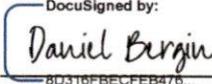
No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

DocuSigned by:
By  Date 6/30/2022
BDF4239852B5410...
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

 By _____ Date 7/5/2022
ZC8F28BD0C8C4A2...
STEVE BOSCHEN, PE
 Division Director

A.G. Contract No. P001 2022 000724 (ADOT IGA 22-0008568-I), an Agreement between public agencies, the State of Arizona and the City of El Mirage, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 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.

DocuSigned by:

 By _____ Date 7/5/2022
8D310FBECFEB476...
 Assistant Attorney General

IGA 22-0008568-I

ATTACHMENT ONE
(Cover Sheet)

HURF EXCHANGE PROJECT FORMS

1. HURF Exchange Project Scoping Form
2. HURF Exchange Project Cost Estimate
3. HURF Exchange Project and Draw Schedule
4. HURF Exchange Draw and Final Reimbursement Invoice

HURF Exchange Project Scoping Form

Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request.

Enter information into GREEN CELLS

PROJECT INFORMATION

(information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)

Project Sponsor	City of San Luis
Sponsor Contact	Eulogio Vera
Contact Phone #	928-341-8577
Contact Email	evera@sanluisaz.gov
Project Name	County 24th Extension: Avenue F to Avenue H
Project Location	San Luis, AZ
Functional Classification (select from list)	Major Collector
Termini Begin/End	Avenue F to Avenue H
ADOT District (select from list)	Southwest District

ADOT USE ONLY

ADOT Project Number (5 digit)		IGA Number	
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Funding Information

COG/MPO (select from list)	YMPO			
TIP Information	<i>Description</i>	<i>Design</i>	<i>Right of Way</i>	<i>Construction</i>
	Year Programmed	FY2021		FY22
	TIP Number	SAN20-01		SL22-01C
	HURF Exchange Amount			\$1,211,184.00
	Sponsor Amount	\$50,650.00		\$684,052.00
	Phase Total	\$50,650.00	\$0.00	\$1,895,236.00
	Project Total			\$1,945,886.00

Scope of Work Summary

Delivery Method (select from list)	
Scoping document attached? (select from list)	

<p>Major Items of Work (press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)</p>	<p>Roadway Grading, Roadway Base, Asphaltic Concrete, Signing & Marking. Delivery Method: Advertised for Bids.</p>
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HURF Exchange Project Cost Estimate				
<p>Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p>				
<p>INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request. List all items necessary to develop and construct the project. The sponsoring agency is responsible for verifying all costs and their accuracy. Construction cost overruns will be the responsibility of the sponsoring agency.</p>				<p>Enter values into GREEN CELLS</p>
PROJECT INFORMATION				
(fields below will be populated based on information entered on the Project Scoping Form tab)				
Project Sponsor	City of San Luis			
Sponsor Contact	Eulogio Vera			
Contact Phone #	928-341-8577			
Contact Email	evera@sanluisaz.gov			
Project Name	County 24th Extension: Avenue F to Avenue H			
Project Location	San Luis, AZ			
Termini Begin/End	Avenue F to Avenue H			
COG/MPO	YMPO			
Design TIP Number	SAN20-01			
Right of Way TIP Number	0			
Construction TIP Number	SL22-01C			
ADOT USE ONLY			ADOT Project Number	0
<p>STAGE I – SCOPING (15% Preliminary Design) NOT ELIGIBLE FOR HURF EXCHANGE FUNDING</p>				
STAGES II, III, IV and V - DESIGN				
DESIGN COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)	Lump Sum	1	\$50,650.00	\$50,650.00
GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) <i>Enter \$0 in Unit Price column if none required.</i>	Lump Sum	1		\$0.00
DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) <i>Enter \$0 in Unit Price column if none required)</i>	Lump Sum	1		\$0.00
STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>	Lump Sum	1		\$0.00
SUBTOTAL – PROJECT DESIGN COSTS				\$50,650.00
RIGHT OF WAY COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RIGHT OF WAY , Costs for pre-acquisition activities (plans, title reports, appraisals, etc)	Lump Sum	1		\$0.00
RIGHT-OF-WAY ACQUISITION (if necessary)	Lump Sum	1		\$0.00
SUBTOTAL – RIGHT OF WAY COSTS				\$0.00

STAGE V – CONSTRUCTION				
SITE PREPARATION & HARDSCAPE CONSTRUCTION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (If over 1 acre of disturbance, 5% of construction costs) Enter \$0 in Unit Price column if area of disturbance is less than one acre.	Lump Sum	1	\$22,000.00	\$22,000.00
SITE PREPARATION (Clearing and grubbing, plant salvage)	Lump Sum	1		\$0.00
DEMOLITION				
Sawcut	Linear Foot			\$0.00
Remove Structures and Obstructions	Lump Sum	1		\$0.00
Remove Fencing	Linear Foot			\$0.00
Remove Structural Concrete	Cubic Yard			\$0.00
Remove Asphaltic Concrete Pavement				\$0.00
Remove Concrete Sidewalks, Slabs				\$0.00
HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) Enter \$0 in Unit Price column if none required.	Lump Sum	1		\$0.00
UTILITY RELOCATION (If necessary) Only the cost of utilities needing relocation as a direct result of the HURF Exchange project is eligible for HURF Exchange.	Lump Sum	1		\$0.00
RETAINING WALL (Concrete; SF of face above the footing)	Square Footage			\$0.00
EARTHWORK				
General Excavation	Cubic Yard			\$0.00
Drainage Excavation				\$0.00
Structural Excavation				\$0.00
Structural Backfill				\$0.00
Borrow (In Place)				\$0.00
CURB & GUTTER	Linear Foot			\$0.00
ROADWAY/PAVING				
Milling	Square Yards			\$0.00
Paving	Tons	4,233	\$165.00	\$698,445.00
AGGREGATE BASE	Cubic Yard	13,782	\$45.00	\$620,190.00
PATHWAY OR SIDEWALK MATERIALS				
Concrete	Square Foot			\$0.00
Colored Concrete				\$0.00
Stamped Color Concrete				\$0.00
Precast Concrete Pavers				\$0.00
Asphaltic Concrete	Tons			\$0.00
Polymer or Resin Stabilized Surface	Square Foot			\$0.00
CROSSWALK ENHANCEMENT				
Concrete Pavers	Square Foot			\$0.00
Stamped Asphalt				\$0.00
Stamped Concrete				\$0.00
Concrete				\$0.00
Integral Color Concrete				\$0.00
PEDESTRIAN ADA RAMP	Square Foot			\$0.00
CULVERT EXTENSIONS	Linear Foot			\$0.00

SUBTOTAL - SITE PREPARATION & HARDSCAPE CONSTRUCTION				\$1,340,635.00
OTHER CONSTRUCTION ITEMS (List line items)				
ITEM DESCRIPTION	UNIT (Lump Sum, Ton, etc.)	QUANTITY	UNIT PRICE	TOTAL
Removals	LS	1	\$15,000.00	\$15,000.00
Grading for Paving and Shoulder	LS	1	\$200,000.00	\$200,000.00
Roadway Signage and Marking	LS	1	\$50,000.00	\$50,000.00
Street Lights	LS	1	\$150,000.00	\$150,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS				\$415,000.00
MOBILIZATION AND ADMINISTRATION COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONTRACTOR MOBILIZATION (Typically 8% of construction cost)	Lump Sum	1	\$22,000.00	\$22,000.00
TRAFFIC CONTROL (0-8% of construction cost)	Lump Sum	1	\$16,500.00	\$16,500.00
CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)	Lump Sum	1	\$27,500.00	\$27,500.00
CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)	Lump Sum	1	\$105,000.00	\$105,000.00
CONSTRUCTION ADMINISTRATION Typically 20% of construction cost)	Lump Sum	1	\$135,000.00	\$135,000.00
SUBTOTAL – MOBILIZATION & ADMINISTRATION COSTS				\$306,000.00
TOTAL STAGE V COSTS (CONSTRUCTION)				\$2,061,635.00
TOTAL PROJECT COST				\$2,112,285.00
SUMMARY OF HURF EXCHANGE AND SPONSOR FUNDS				
The data below is automatically calculated based on the information entered above and the amount programmed in the TIP as entered on the Project Scoping Form.				
PHASE	HURF EXCHANGE FUNDS IN TIP	SPONSOR FUNDS	TOTAL	
TOTAL DESIGN	\$0.00	\$50,650.00	\$50,650.00	
TOTAL RIGHT OF WAY	\$0.00	\$0.00	\$0.00	
TOTAL CONSTRUCTION	\$1,211,184.00	\$850,451.00	\$2,061,635.00	
TOTALS	\$1,211,184.00	\$901,101.00	\$2,112,285.00	

Prepared by:

Name Eulogio Vera
 Title Public Works Director
 Company City of San Luis
 Phone 928-341-8577
 Email evera@sanluisaz.gov

HURF Exchange Project and Draw Schedules

Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request. Enter the Estimated Completion Dates as requested for each Stage of Development and Construction. Also enter the Expected Draw Dates for these phases. Draw amounts for each phase are auto-calculated based on the amount programmed in the TIP as entered on the Project Scoping Form.

Enter dates into GREEN CELLS

Project Information	
(fields below will be populated based on information entered on the Project Scoping Form tab)	
Project Sponsor	#NAME?
Sponsor Contact	Eulogio Vera
Contact Phone #	928-341-8577
Contact Email	evera@sanluisaz.gov
Project Name	County 24th Extension: Avenue F to Avenue H
Project Location	San Luis, AZ
Termini Begin/End	Avenue F to Avenue H
COG/MPO	YMPO
Design TIP Number	SAN20-01
Right of Way TIP Number	0
Construction TIP Number	SL22-01C

ADOT USE ONLY **ADOT Project Number**

Project Development			
Development Schedule		HURF Exchange Funding Draw Schedule	
Stage	Estimated Completion Date	Draw %	Amount
Project Initiation	3/31/2022	30%	\$ -
IGA Executed	6/17/2022	30%	\$ -
Request for Authorization to ADOT	6/24/2022	30%	\$ -
Authorization/Start of Phase Work		10%	\$ -
Stage II	3/12/2022	Total	\$ -
Stage III	4/1/2020		
Stage IV	7/1/2020		
Bid Ready	10/1/2020		

Right of Way			
Acquisition Schedule		HURF Exchange Funding Draw Schedule	
Activity	Estimated Completion Date	Draw %	Amount
Request for Authorization to ADOT		30%	\$ -
Authorization/Start of Phase Work		30%	\$ -
All Parcels Acquired By		30%	\$ -
		10%	\$ -
		Total	\$ -

Construction			
Construction Schedule		HURF Exchange Funding Draw Schedule	
Activity	Estimated Completion Date	Draw %	Amount
Request for Authorization to ADOT	6/24/2022	30%	\$ 363,355.20
Authorization/Start of Phase Work	6/30/2022	30%	\$ 363,355.20
Bid Advertisement	7/7/2022	30%	\$ 363,355.20
Bid Opening	8/9/2022	10%	\$ 121,118.40
Bid Award	8/25/2022	Total	\$ 1,211,184.00
Notice to Proceed to Contractor	9/5/2022		
Substantial Completion	12/22/2022		
Final Project Walk-through	1/5/2023		
Final Acceptance	1/19/2023		

The Final 10% is reimbursed to the Sponsor as follows:

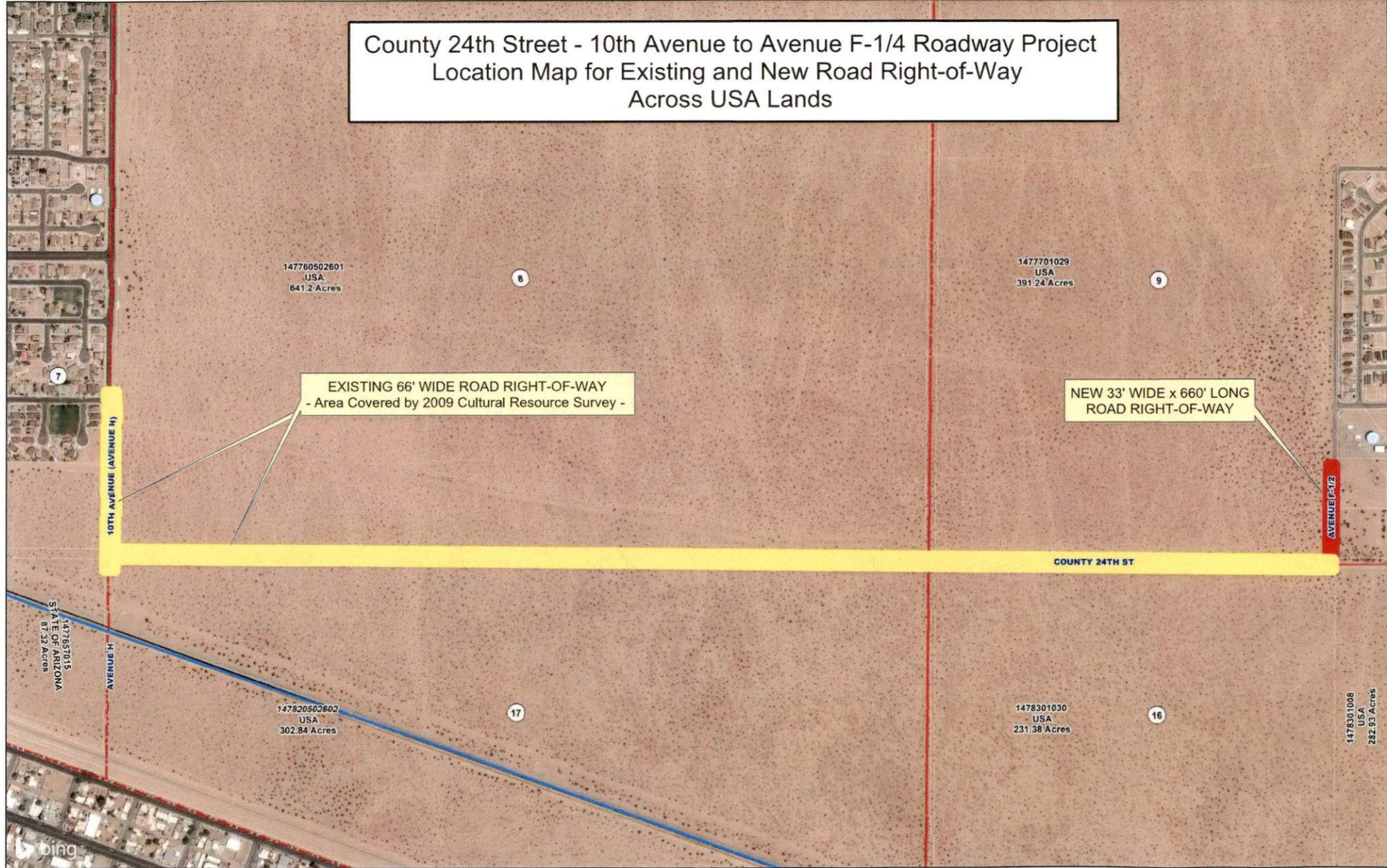
- ▶ For projects involving multiple phases funded with HURF Exchange - the final 10% for each phase, except for the last, will be reimbursed within 30 days of the receipt and approval of an invoice and documentation demonstrating the phase is complete.
- ▶ At final Project completion - the final 10% will be reimbursed upon completion of the project final voucher by ADOT.

**ARIZONA DEPARTMENT OF TRANSPORTATION
HURF EXCHANGE DRAW AND FINAL REIMBURSEMENT INVOICE**

COG/MPO:				Project Phase:	
Local Entity:					
TIP ID Number:					
Project Number:					
Project Name/Location Description:					
REMIT PAYMENT TO: (Entity Name and Address Project Sponsor)					
Date Started:	Estimated Completion Date:	% Billed:	% Complete:		
	Expected Draw Date	Actual Draw Date	Actual Invoice Amount	Estimated Draw Amount	Actual Draw Amount
Draw # 1 (30%)					
Draw # 2 (30%)					
Draw # 3 (30%)					
Draw # 4 (10% - Final Reimbursement)					
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED					
Items	Description	Previous Accumulative Amount	Current Month	Accumulative Amount	
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Submitted By: _____ Date: _____				Total To Date	\$0.00
Approved By: _____ Date: _____				Total Previous Report	\$0.00
Approved By: _____ Date: _____				Current Report	\$0.00
Attachments:					
Invoices					
Status Reports					



County 24th Street - 10th Avenue to Avenue F-1/4 Roadway Project Location Map for Existing and New Road Right-of-Way Across USA Lands



EXISTING 66' WIDE ROAD RIGHT-OF-WAY
- Area Covered by 2009 Cultural Resource Survey -

NEW 33' WIDE x 660' LONG
ROAD RIGHT-OF-WAY

147760502601
USA
641.2 Acres

1477701029
USA
391.24 Acres

147520502602
USA
302.84 Acres

1478301030
USA
231.38 Acres

1478301008
USA
282.93 Acres

1477557015
STATE OF ARIZONA
87.32 Acres

Certificate Of Completion

Envelope Id: 661BF4469D0C42D0A6ACA8B3A84A015E

Status: Completed

Subject: Please DocuSign: 22-0008568-Dist SW- City of San Luis-T0360 01D 01C-HURF inc Attach One-EXECUTE.pdf

Source Envelope:

Document Pages: 21

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Julie Henige

AutoNav: Enabled

206 S 17th Ave

Envelopeld Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

JHenige@azdot.gov

IP Address: 162.59.200.193

Record Tracking

Status: Original

Holder: Julie Henige

Location: DocuSign

6/14/2022 2:11:17 PM

JHenige@azdot.gov

Signer Events

Kay Marion Macuil

kmacuil@sanluisaz.gov

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Kay Marion Macuil
BDF4259B52B5410...

Signature Adoption: Pre-selected Style
Signed by link sent to kmacuil@sanluisaz.gov
Using IP Address: 64.183.172.98

Timestamp

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Signed: 6/30/2022 4:52:40 PM

Electronic Record and Signature Disclosure:

Accepted: 6/30/2022 4:51:43 PM
ID: 8ab1a608-86fc-4426-b0c7-3d138c2bff68

Gerardo Sanchez

gsanchez@sanluisaz.gov

Mayor

Security Level: Email, Account Authentication (None)

DocuSigned by:
Gerardo Sanchez
B027DA46ABB8465...

Signature Adoption: Drawn on Device
Signed by link sent to gsanchez@sanluisaz.gov
Using IP Address: 174.205.231.87
Signed using mobile

Sent: 6/30/2022 4:52:42 PM
Resent: 7/5/2022 8:52:03 AM
Viewed: 7/5/2022 11:41:19 AM
Signed: 7/5/2022 11:43:58 AM

Electronic Record and Signature Disclosure:

Accepted: 7/5/2022 11:41:19 AM
ID: 7c7b76f5-281a-49f9-9551-41220388fb37

Melissa Lopez

mlopez@sanluisaz.gov

Security Level: Email, Account Authentication (None)

DocuSigned by:
Melissa Lopez
3F650F42EDF84AB...

Signature Adoption: Pre-selected Style
Signed by link sent to mlopez@sanluisaz.gov
Using IP Address: 70.93.55.197
Signed using mobile

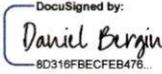
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Resent: 7/1/2022 10:23:16 AM
Viewed: 7/1/2022 10:31:07 AM
Signed: 7/1/2022 10:32:35 AM

Electronic Record and Signature Disclosure:

Accepted: 7/1/2022 10:31:07 AM
ID: 11f53229-051b-4ce9-ac44-af3e1c4e2c1c

Signer Events	Signature	Timestamp
<p>Steve Boschen Sboschen@azdot.gov Division Director - IDO ADOT Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  2C8F28BDDC8C4A2...</p> <p>Signature Adoption: Uploaded Signature Image Signed by link sent to Sboschen@azdot.gov Using IP Address: 104.129.198.61</p>	<p>Sent: 7/5/2022 11:44:03 AM Viewed: 7/5/2022 1:28:51 PM Signed: 7/5/2022 1:28:56 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Daniel Bergin Daniel.Bergin@azag.gov Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  8D318FBECFEB476...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to Daniel.Bergin@azag.gov Using IP Address: 174.240.21.130 Signed using mobile</p>	<p>Sent: 7/5/2022 1:29:00 PM Viewed: 7/5/2022 2:02:15 PM Signed: 7/5/2022 2:03:22 PM</p>
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Electronic Record and Signature Disclosure:
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ID: 3b981b4e-1465-4e58-a339-acb247b9a7cb

<p>JPA JPAdocusign@azdot.gov Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Signed by link sent to JPAdocusign@azdot.gov Using IP Address: 104.129.198.50</p>	<p>Sent: 7/5/2022 2:03:27 PM Viewed: 7/5/2022 2:41:53 PM Signed: 7/5/2022 2:44:27 PM</p>
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Electronic Record and Signature Disclosure:
Accepted: 7/5/2022 2:41:53 PM
ID: 92412870-5caa-4218-84e0-aa208301506e

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
<p>Jorge Perez jperez@sanluisaz.gov Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Using IP Address: 64.183.172.98</p>	<p>Sent: 6/30/2022 7:51:19 AM Resent: 6/30/2022 7:52:43 AM Viewed: 6/30/2022 4:14:23 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 6/30/2022 4:14:23 PM
ID: 7cce802a-1ec7-44e1-9efd-d4ecfb4bcf36

Carbon Copy Events	Status	Timestamp
<p>Jennifer Hobert jhobert@azdot.gov ADOT Security Level: Email, Account Authentication (None)</p>	<p></p>	<p>Sent: 6/22/2022 6:30:08 AM Viewed: 6/22/2022 8:53:58 AM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Eulogio Vera evera@sanluisaz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 6/22/2022 6:30:08 AM Resent: 6/28/2022 3:31:57 PM Resent: 6/30/2022 7:51:18 AM</p>
<p>Sonia Cornelio scornelio@sanluisaz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/14/2021 2:37:05 PM ID: 09e4098c-f119-4dcb-b19e-16966f2c5a3b</p>	COPIED	<p>Sent: 7/5/2022 11:44:01 AM</p>
<p>Julie Henige jhenige@azdot.gov ADOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 7/5/2022 11:44:02 AM Resent: 7/5/2022 2:44:36 PM</p>
<p>TRNContracts TRNContracts@azag.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/14/2022 10:16:32 AM ID: 579e34f2-4bf2-4755-8e44-086b4c41f9ca</p>	COPIED	<p>Sent: 7/5/2022 1:28:59 PM</p>
<p>Julie Henige jhenige@azdot.gov ADOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 7/5/2022 2:03:25 PM Resent: 7/5/2022 2:44:38 PM Viewed: 7/5/2022 2:45:05 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2022 6:30:08 AM
Certified Delivered	Security Checked	7/5/2022 2:41:53 PM
Signing Complete	Security Checked	7/5/2022 2:44:27 PM
Completed	Security Checked	7/5/2022 2:44:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Certification

I do hereby certify that I am a duly appointed Deputy City Clerk of the City of San Luis, Arizona and that the attached is a true and correct copy of **Resolution No. 2220 – Intergovernmental Agreement with the Arizona Department of Transportation for the construction of County 24th Street between Avenue F and Avenue H (known as 10th Avenue)**, dated July 5, 2022. Said agreement was electronically signed by each authorized representative from both agencies; this agreement is/are on file in the City Clerk's Office, City Hall, San Luis, Arizona.

Dated this 7th day of July 2022.

MLopez
Melissa Lopez, Deputy City Clerk

