

**WHEN RECORDED, MAIL TO:**

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

CONFORMED COPY  
2023-29079 RESOLUTION  
12/20/2023 10:50:51 AM Pages: 20 Fees: \$15.00  
Requested By: SAN LUIS CITY CLERK'S OFFICE

Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information.

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**CAPTION HEADING:**

**RESOLUTION**

Resolution No. 2294

Intergovernmental Agreement (IGA)

Yuma County

To construct with federal funds five foot paved shoulders and edge line rumble strips on Avenue B, Between County 18<sup>th</sup> Street and County 23<sup>rd</sup> Street.



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2294

**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 YUMA COUNTY TO CONSTRUCT WITH FEDERAL FUNDS FIVE FOOT PAVED SHOULDERS AND EDGE LINE RUMBLE STRIPS ON AVENUE B, BETWEEN COUNTY 18<sup>TH</sup> STREET AND COUNTY 23<sup>RD</sup> STREET, AN AREA WITHIN YUMA COUNTY AND ALSO PARTIALLY WITHIN THE LIMITS OF THE CITY OF 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 Yuma County to construct Avenue B from County 18<sup>th</sup> Street to County 23<sup>rd</sup> Street, an area within Yuma County and partially within 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.

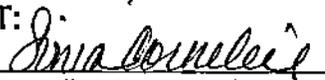
**Section 5:** If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

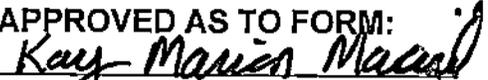
**Section 6:** If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

[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 8<sup>th</sup> day of November 2023.

  
\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**   
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**   
\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY  
FOR DESIGN AND CONSTRUCTION OF THE AVENUE B, CO. 18<sup>th</sup> STREET  
TO CO. 23<sup>rd</sup> STREET PROJECT**

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY") and Yuma County, a political body ("COUNTY"). COUNTY and the CITY are sometimes hereafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

**WHEREAS**, Arizona Revised Statutes (A.R.S.) §11-251 and A.R.S. §11-951 et seq. authorize the COUNTY to enter into this Agreement, and the CITY's Charter authorizes the CITY to enter into this Agreement; and

**WHEREAS**, a public need exists for installation of five foot paved shoulders and edge line rumble strips on Avenue B, between County 18<sup>th</sup> Street to County 23<sup>rd</sup> Street, an area within Yuma County and also partially within the city limits of the City of San Luis, hereafter referred to as the "PROJECT" delineated upon the map attached hereto and incorporated as Exhibit "A"; and

**WHEREAS**, A.R.S. §28-6701 et seq. authorizes the COUNTY to maintain, control and manage public roads within the COUNTY; and

**WHEREAS**, Yuma County, through the Yuma Metropolitan Planning Organization, submitted an application for Highway Safety Improvement Program ("HSIP") funds to increase safety and reduce accidents on Avenue B, between County 18<sup>th</sup> Street to County 23<sup>rd</sup> Street in Yuma County; and

**WHEREAS**, the State of Arizona, acting by and through its Department of Transportation ("ADOT"), has provided HSIP funding and has signed an IGA with Yuma County, a copy of which is attached hereto and incorporated as Exhibit "B". ADOT will administer the design of the PROJECT, and will advertise, bid and administer the construction contract for the PROJECT; and

**WHEREAS**, the PARTIES have agreed that the completion of said PROJECT is essential to the public safety and welfare and desire to cooperate in the completion of said PROJECT; and

**NOW, THEREFORE**, in consideration of the terms and conditions contained in the Recitals and herein, the PARTIES agree as follows:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to provide for the Design and Construction of the PROJECT for the benefit of the citizens and residents of the COUNTY, the CITY, and the public in general.

**SECTION 2. DURATION.** This Agreement shall become effective on the date it is adopted, approved and fully executed by both the CITY and the COUNTY and shall continue in full

force and effect until the PROJECT has been completed and accepted in writing and signed by the CITY and the COUNTY provided however, that the maintenance responsibilities of the PARTIES will survive this Agreement.

**SECTION 3. DESIGN.** The PROJECT shall be designed by ADOT and their consultant in accordance with Federal, State, and local laws and regulations.

**SECTION 4. RIGHT-OF-WAY ACQUISITION.** The COUNTY and the CITY currently own adequate Right of Way to construct the PROJECT.

**SECTION 5. MANNER OF FINANCING.** The manner of financing the joint undertaking as provided for under this Agreement shall be as hereinafter set forth. The total estimated project cost is \$4,470,329. ADOT has provided \$4,248,607.00 of HSIP funding for the PROJECT. The local matching share (5.7%) is \$221,722. The CITY and COUNTY have each budgeted sufficient funds for the costs required for the design and construction of the PROJECT. The estimated ADOT Project Development Administration (PDA) and design costs are estimated at \$465,350.00 and the construction costs are estimated at \$4,004,979.00. The local matching share between the COUNTY and the CITY is \$146,114.80 (65.9%) and \$75,607.20 (34.1%) respectively. The aforementioned are Estimated Costs to be adjusted to actual costs following the completion of design of the PROJECT.

**SECTION 6. OBLIGATIONS OF THE PARTIES.**

**A. COUNTY OBLIGATIONS.**

1. The COUNTY shall provide \$146,114.80 in Yuma County funds.
2. The COUNTY shall invoice the CITY for \$9,045.03 for Design and ADOT PDA costs once the IGA is executed currently scheduled for FY24.
3. The COUNTY shall invoice the CITY for \$66,562.18 for construction costs prior to ADOT advertising the PROJECT for construction currently scheduled for FY26.
4. The COUNTY shall provide a copy of the design plan submittals to the CITY for review and approval.
5. Be responsible for 65.9% of any design or construction costs that exceed the estimated project costs.

**B. CITY OBLIGATIONS.**

1. The CITY share of the PROJECT costs is currently estimated at \$75,607.20.
2. The CITY shall make payment upon receipt of invoice in the amount of \$9,045.03 for design and ADOT PDA costs currently scheduled in FY24.
3. The CITY shall make payment upon receipt of invoice in the amount of \$66,562.18 for construction costs currently scheduled for FY26.
4. The CITY shall make payment of the full amount of the invoices from the COUNTY within thirty (30) days of receipt of each invoice referenced in Section 6(A). Upon completion of the PROJECT, the total actual cost of the PROJECT having been determined, any refund or additional payments shall

- be paid within thirty (30) days thereafter.
5. The CITY shall review and provide comments on the design plan submittals and approve the final PROJECT design plans, such approval not to be unreasonably withheld.
  6. Grant the COUNTY, its agents and/or contractors, without cost, the right to enter CITY's right-of-way as required to conduct any and all pre-construction related activities for said PROJECT, including without limitation, temporary construction easements or temporary rights of entry.
  7. Be responsible for 34.1% of any design or construction costs that exceed the estimated project costs.

**SECTION 7. OWNERSHIP AND MAINTENANCE.** Upon completion of the PROJECT, the CITY and the COUNTY will continue to each be responsible for the same maintenance of the PROJECT and improvements as exist prior to this Agreement.

**SECTION 8. AUTHORIZATION.** This Agreement has been approved by actions taken by each of the governing bodies of each PARTY. In such respective action, the undersigned were authorized and directed to execute this Agreement.

**SECTION 9. CONFLICT OF INTEREST.** This Agreement is subject to the conflict of interest provisions of ARS § 38-511, as amended, the provisions of which are incorporated herein.

**SECTION 10. TERMINATION.** This Agreement shall terminate upon the completion of all actions necessary with regard to the PROJECT as described herein except as to the maintenance responsibilities of the PARTIES referenced herein shall remain in effect indefinitely.

**SECTION 11. COMPLIANCE WITH LAW.** The COUNTY and the CITY must comply with all Federal, State and Local Laws and Ordinances applicable to its performance under this Agreement.

**SECTION 12. ATTORNEY FEES AND COSTS.** If either PARTY brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing PARTY is entitled to reasonable attorney fees and costs as determined by the court.

**SECTION 13. SEVERABILITY.** If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

**SECTION 14. INTEGRATION.** This Agreement contains the entire agreement between the PARTIES, and no oral or written statements, promises, or inducements made by either PARTY or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the PARTIES.

**SECTION 15. NO PARTNERSHIP.** Nothing in this Agreement constitutes a partnership or joint venture between the PARTIES, and neither PARTY is the principal or agent of the other.

**SECTION 16. HOLD HARMLESS/INDEMNIFICATION CLAUSE.** Each PARTY, and its agents, officials, representatives, and employees agrees to defend, indemnify, and hold harmless the other PARTY, and its agents, officials, representatives and employees from and against all losses, claims, liabilities, damages, or expenses (including reasonable attorney's fees and costs) resulting from, arising out of, or related to, that PARTY's negligent or intentional acts, mistakes, misconduct, or omissions in the performance of this Agreement.

**SECTION 17. NOTICES.** All notices or demands upon any PARTY to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

City of San Luis  
Eulogio Vera  
Director of Public Works  
PO Box 3750  
San Luis, Arizona 85349

Yuma County Department of Engineering  
Frank Sanchez  
County Engineer  
2351 W. 26<sup>th</sup> Street  
Yuma, Arizona 85364

**SECTION 18. EMPLOYMENT ELIGIBILITY.** Each PARTY warrants, and shall require its subcontractors to warrant that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The PARTIES retain the legal right to inspect the citizenship documents of any PARTY employee or subcontractor employee who works under this Agreement, to ensure that the other PARTY or its subcontractors are complying with this warranty.

**SECTION 19. THIRD-PARTY BENEFICIARIES.** The terms of this Agreement are intended only to define the respective rights and obligations of the PARTIES. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization. Nothing expressed herein, shall affect the legal liability of either PARTY to this Agreement by imposing any standard of care different from the standard of care imposed by law.

**SECTION 20. ASSIGNMENT.** This Agreement is not assignable without the mutual written consent of both PARTIES.

**SECTION 21. APPLICABLE LAW; VENUE.** Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The PARTIES expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

**SECTION 22. COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the PARTY signing such counterpart, but which shall constitute one and the same instrument.

**SECTION 23. INSURANCE.** Each PARTY acknowledges and agrees that the other PARTY is

self-insured.

IN WITNESS WHEREOF, this Agreement has been executed on the dates and year herein below.

DATE: 8<sup>th</sup> day of November, 2023

DATE: December 4, 2023

**CITY OF SAN LUIS**

**YUMA COUNTY**



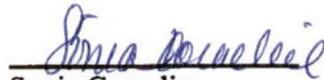
Nieves Riedel  
Mayor



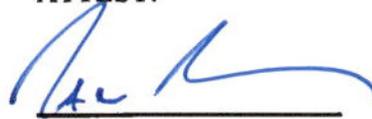
Martin Porchas, Chairman  
Board of Supervisors

ATTEST:

ATTEST:



Sonia Cornelio  
City Clerk



Ian McGaughey  
County Administrator/Clerk of the Board

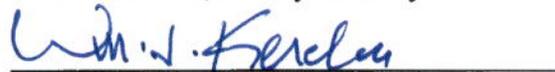
The foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and City Charter to the City of San Luis.



Kay Marion Macaul  
San Luis City Attorney

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for Yuma County, Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yuma County:

JON R. SMITH, County Attorney

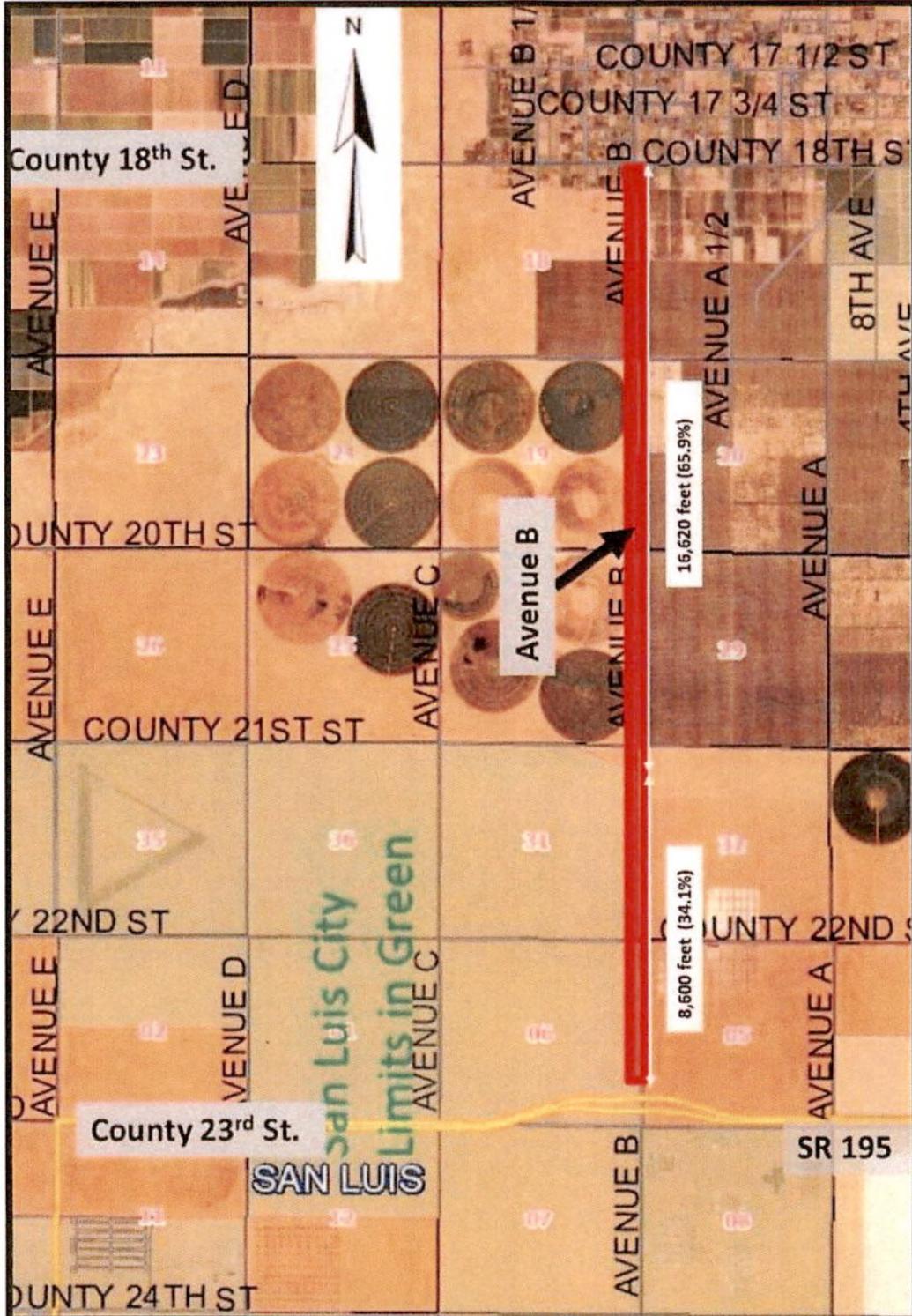


Minda M. Davy  
Deputy County Attorney

Exhibit "A"

Project Location Map

Ave. B, Co. 18<sup>th</sup> St. to Co. 23<sup>rd</sup> St, Shoulder Widening & Rumble Strips CIP No 1.2404



**Exhibit B**

ADOT CAR No.: !GA 23-0009200-1  
AG Contract No.: P0012023001173  
Project Location/Name: Avenue B, CO  
18th - North of SR 195  
Type of Work: Install Rumble Strips &  
Widen Shoulders  
Federal-aid No.: HSIP-YYU-0(221)T  
ADOT Project No.: T0439 01D/03D/O1C  
TIP/STIP No.: YC-24-01D/C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.:

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY

**THIS AGREEMENT** ("Agreement") is entered into this date August 24, 2023, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 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 YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

**I. RECITALS**

1. The State is empowered by A.R.S. § 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 Local Agency is empowered by A.R.S. § 11-251 to enter into this Agreement and the Yuma County Board of Supervisors has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of installation of five foot paved shoulders and centerline/edge line rumble strips, approximately five miles along the Avenue B corridor, from County 18<sup>th</sup> Street to just north of State Route 195 (SR 195) on Avenue B, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$4,470,329.00, which includes federal aid and the Local Agency's match. The State will administer the design, and will advertise, bid and award, and administer the construction 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 Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

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## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project 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 and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The Local Agency 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.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710.00 and the Local Agency's share of the Project design costs, estimated at \$24,815.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local

Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.

- c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, 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 Local Agency will be responsible for any overage.
- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, 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 oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
- e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$195,197.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, 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 Local Agency will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to 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 Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

- j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

- a. Designate the State as the Local Agency authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$1,710.00 and the Local Agency's share of Project design costs, estimated at \$24,815.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
- c. 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 to the State as appropriate.
- d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$195,197.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- e. Be responsible for all costs incurred not covered by federal funding in performing and accomplishing the work as set forth under this Agreement. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- f. 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 Right of Way Procedures 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 Local Agency, if applicable.
- g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency'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). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- h. 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 Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. 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.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency 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 Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. 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.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** 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 and all obligations of maintenance hereunder shall remain perpetual and

shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency 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 Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local Agency, 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 Local Agency'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 Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. **Third-Party Indemnification.** The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. **Programmed Federal Funds.** 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 Local Agency 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 Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. **Termination of Federal Funding.** 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.

9. **Indirect Costs.** The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. **Federal Funding Accountability and Transparency Act.** 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 Local Agency 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.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with Arizona laws.
12. **Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. **Inspection and Audit.** The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. **Title VI.** The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. **Non-Discrimination.** 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, as amended by Executive Order 2023-01, 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. **Arbitration.** 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 A.R.S. § 12-1518.
18. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. **Contractor Certifications.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. § 35-393.01 and 35-394.
20. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. **Notices.** 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Yuma County  
Attn: County Engineer  
2351 W 26<sup>th</sup> St  
Yuma, AZ 85364  
928.817.5120  
[Franciso.sanchez@yumacountyaz.gov](mailto:Franciso.sanchez@yumacountyaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Yuma County  
Attn: County Engineer  
2351 W 26<sup>th</sup> St  
Yuma, AZ 85364  
928.817.5120  
[Franciso.sanchez@yumacountyaz.gov](mailto:Franciso.sanchez@yumacountyaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Yuma County  
Attn: Finance Director  
198 S Main Street  
Yuma, AZ 85364  
929.373.1012  
[gilberto.villegas@yumacountyaz.gov](mailto:gilberto.villegas@yumacountyaz.gov)

22. **Revisions to Contacts.** Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. **Legal Counsel Approval.** In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. **Electronic Signatures.** This Agreement may be signed in an electronic format using DocuSign.

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**Remainder of this page intentionally left blank.**

**(Signatures on the next page)**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**YUMA COUNTY**

By  Date 8-21-23  
**MARTIN PORCHAS**  
Chairperson Board of Supervisors

ATTEST:

By  Date 8/21/23  
**IAN McGAUGHEY**  
County Administrator/Clerk of the Board

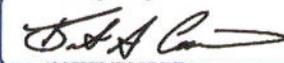
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the YUMA COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County 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:

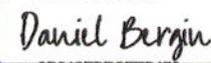
By  Date 8/21/23  
**MINDA M. DAVY**  
Deputy County Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
  
 By \_\_\_\_\_ Date 8/24/2023  
2CBF28BDDC8C4A2  
**STEVE BOSCHEN, PE**  
 Division Director, Infrastructure and Operations Division

DocuSigned by:  
  
 By \_\_\_\_\_ Date 8/24/2023  
48C55E34D3CE48E  
**BRENT A. CAIN, PE**  
 Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P0012023001173 (ADOT IGA 23-0009200-I), an Agreement between public agencies, the State of Arizona and Yuma County, 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 8/24/2023  
8D310FBECEB476  
 Assistant Attorney General

**EXHIBIT A****Cost Estimate****T0437 01D/03D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost**

Federal-aid funds @ 94.3%	\$ 28,290.00
Local Agency's match @ 5.7%	<u>\$ 1,710.00</u>
<b>Subtotal - PDA</b>	<b>\$ 30,000.00</b>

**Scoping/Design:**

Federal-aid funds @ 94.3%	\$ 410,535.00
Local Agency's match @ 5.7%	<u>\$ 24,815.00</u>
<b>Subtotal - Scoping/Design</b>	<b>\$ 435,350.00</b>

**Construction:\***

Federal-aid costs @ 100%	\$ 580,471.00
Federal-aid funds @ 94.3%	\$ 3,229,311.00
Local Agency's match @ 5.7%	<u>\$ 195,197.00</u>

<b>Subtotal - Construction</b>	<b>\$ 4,004,979.00</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$ 4,470,329.00</b>
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<b>Total Estimated Local Agency Funds</b>	<b>\$ 221,722.00</b>
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<b>Total Federal Funds</b>	<b>\$ 4,248,607.00</b>
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\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



CITY OF  
**SAN LUIS**  
A R I Z O N A  
WWW.SANLUISAZ.GOV

P.O. Box 1170 | 1090 E. Union Street San Luis, AZ 85349 | P: (928) 341-8520 F: (928) 341-8539

November 14, 2023

Yuma County  
Christy Isbell-Deputy Clerk of the Board  
198 S. Main Street  
Yuma, AZ 85364

Dear Ms. Isbell,

At the Regular Council meeting held on November 8, 2023, the Mayor and City Council approved Resolution No. 2294 approving an Intergovernmental Agreement (IGA) with Yuma County regarding design and construction of the Avenue B, Co. 18<sup>th</sup> Street to Co. 23<sup>rd</sup> Street project.

However, it is missing a few signatures from Yuma County Officials, therefore, I ask that once the IGA is fully executed that you, please return an original to my attention.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 928-341-8520.

Sincerely

Sonia Cornelio  
City Clerk

Enclosures:

Copy Resolution No. 2294  
Two (2) Original IGAs

COPY

1. **Yuma County Board of Supervisors**  
**NOTICE of OFFICIAL BOARD ACTION (NOBA)**

Meeting Date: <b>12-04-23</b>	Sitting as the:	To:	<b>•AGENCY HEAD FRANK SANCHEZ</b>	Date sent:
Item No: <b>C16</b>	<input checked="" type="checkbox"/> Board of Supervisors <input type="checkbox"/> Board of Directors of _____	Agency:	<b>ENGINEERING</b>	<b>12-07-23</b>

**Agenda Wording: Engineering:** Authorize the Chairman to sign an Intergovernmental Agreement with the City of San Luis covering the design, construction, maintenance and financing of the Avenue B, County 18th Street to County 23rd Street, Shoulder Widening and Rumble Strips HSIP Project, CIP No. 1.2404.

2. **RECORD OF ACTION(S)**

**Public hearing conducted:** In matters requiring public hearing, this certifies that the below constitutes official action after a legally advertised public hearing and duly called meeting of the Yuma County Board of Supervisors (or Board of Directors per agenda wording) and will be recorded without amendment or modification in the official records of said political body. •Public comments: \_\_\_ In favor \_\_\_ Opposed \_\_\_ Neutral  No comments

**Approved on Consent.**     **Approved as presented on AIR-Form.**

**Approved per Recommended Motion.**     **Denied**     **No Action**

**Approved as amended:** Amendment:  **Other:** \_\_\_\_\_

<b>Vote Results:</b>	
<u>TR</u> Motion <u>JL</u> Second <input checked="" type="checkbox"/> <b>Passed</b>	
<input checked="" type="checkbox"/> <b>Voice Vote:</b> <u>5</u> Dissent: <u>0</u>	
<input type="checkbox"/> <b>Roll Call:</b> _____ Ayes    _____ Nays	

**Item continued:**    Date & Time:     **Agency submits AIR-Form for future meeting.**

**Public Hearing set:**    Date & Time:     **Agency submits AIR-Form for future meeting.**

3. **CLERK OF THE BOARD CERTIFICATION**

Signature: Deborah Dotin, Deputy Clerk for:  
 Ian McGaughey, County Administrator/Clerk of the Board

Date: 12-04-23

4. **FOLLOW-UP (FU) ACTIONS REQUIRED:**

- Clerk of Board obtains signatures on original document(s).
- Agency obtains signatures on original document(s) and provides to Clerk of Board one (1 ORIGINAL, fully executed document).
- Agency  Clerk of Board submits Purchase Requisition to Financial Services.
- Agency  Clerk of Board causes recordation of (list): \_\_\_\_\_
- Agency  Clerk of Board causes publication. (Agency provides copy of Public Notice to Clerk of Board.)
- Other instructions/actions:

<b>ENCLOSURES:</b>	Contract: <input checked="" type="checkbox"/> Original(s) <input type="checkbox"/> Copy(s)  1 Duplicate Original	<input checked="" type="checkbox"/> <b>Resolution:</b> <input type="checkbox"/> Original(s) <input checked="" type="checkbox"/> Copy(s) <input type="checkbox"/> Will be recorded <input checked="" type="checkbox"/> Will not be recorded <input checked="" type="checkbox"/> <b>BAR Res: (not recorded)</b> <input type="checkbox"/> Orig <input type="checkbox"/> Copy	<input type="checkbox"/> Other (list):
<b>COPIED TO</b>	<input type="checkbox"/> County Attorney <input checked="" type="checkbox"/> Finance Director G. Villegas	<input type="checkbox"/> Human Resources Director	<input checked="" type="checkbox"/> Other (list): L. Carola J. Giard

**Questions/information regarding this agenda item contact:**

Name/Title: Barbara Villanuda - Adman Support Coord.    Phone #: 373-1103

Form revised: 03-03-06/cpi