

ADOT CAR No.: IGA 22-0008867-I  
AG Contract No.: P0012022001652  
Project Location/Name: Cesar Chavez  
Boulevard  
Type of Work: Roadway Improvements  
Budget Source Item No.: 2023 Legislative  
Appropriation

## INTERGOVERNMENTAL AGREEMENT

AMONG  
THE STATE OF ARIZONA,  
THE CITY OF SAN LUIS  
AND  
YUMA COUNTY

**THIS AGREEMENT** (“Agreement”) is entered into this date \_\_\_\_\_, 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”), the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City”), and YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “COUNTY”). The State, the City, and the County 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 City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
4. Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490), appropriated funding from the State general fund in fiscal year 2022-2023, to the State to distribute to the County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis. The State will administer construction, widening, repair, and upgrade of Cesar Chavez Boulevard in the City of San Luis, (the “Project”) on behalf of the City. The State will retain the funding appropriated to the County for this purpose.
5. The Project construction and maintenance responsibilities will be addressed in a future intergovernmental agreement (IGA) between the City and the State.

**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:

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## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The sole purpose of this Agreement is to allow the State to retain the legislative funding appropriated to the County in the amount of \$33,000,000.00 for the Project as described in Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490).

## **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 all 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.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before appropriated funds are accepted, so long as the cancelling Party provides at least 30 days' prior notice to the remaining Parties. It is understood and agreed that in the event this Agreement is terminated, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. 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.

6. Title VI. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
9. Inspection and Audit. The Parties 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 Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
10. 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 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
11. 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.
12. 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.
13. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
14. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
15. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. 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)

City of San Luis  
Attn: Jenny Torres  
1090 E. Union Street (in-person)  
PO Box 1170 (by mail)  
San Luis, AZ 85349

928.341.8584  
JTorres@sanluisaz.gov

Yuma County  
Attn: Frank Sanchez  
2351 W 26<sup>th</sup> Street  
Yuma, AZ 85364  
928.817.5120  
Francisco.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)

City of San Luis  
Attn: Eulogio Vera  
1090 E. Union Street (in-person)  
PO Box 1170 (by mail)  
San Louis, AZ 85349  
928.341.8577  
EVera@sanluisaz.gov

Yuma County  
Attn: Frank Sanchez  
2351 W 26<sup>th</sup> Street  
Yuma, AZ 85364  
928.817.5120  
Francisco.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)

City of San Luis  
Attn: Monica Castro, Finance Director  
1090 E. Union Street (in-person)  
PO Box 1170 (by mail)  
San Louis, AZ 85349  
928.341.8553  
MCastro@sanluisaz.gov

Yuma County  
Attn: Finance Director  
198 S Main Street  
Yuma, AZ 85364  
928.373.1012  
Gilberto.Villegas@yumacountyaz.gov

17. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by any Party and shall be in writing.
18. 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.

19. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
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**Remainder of this page is intentionally left blank.**

**(Signatures begin 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.

**CITY OF SAN LUIS**

By \_\_\_\_\_ Date \_\_\_\_\_  
**GERARDO SANCHEZ**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**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, the City of San Luis, and 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. § 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 remaining Parties to enter into this Agreement.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**YUMA COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
**MARCO A. "TONY" REYES**  
Chairperson Board of Supervisors

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**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, the City of San Luis, and 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 remaining Parties to enter into this Agreement.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
**MINDA M. DAVY**  
Deputy County Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

A.G. Contract No. P0012022001652 (ADOT IGA 22-0008867-I), an Agreement between public agencies, the State of Arizona, the City of San Luis, 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.

By \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General