

INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE

This Intergovernmental Agreement ("Agreement") is between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("City") and the County of Yuma, a political body of the State of Arizona ("County") pursuant to A.R.S. § 11-951 through § 11-954, as amended.

RECITALS

WHEREAS, the County is empowered by A.R.S. §11-251 and § 11-951 et seq. to enter into this Agreement and the City is empowered by A.R.S. § 11-951 et seq., to enter into this Agreement; and

WHEREAS, the City desires to apply corrective or preventive maintenance to City rural roadways and to maintain its traffic signals; and

WHEREAS, the County has necessary equipment and personnel, and access to contracts for services, to provide corrective or preventive maintenance to roadways to include Chip Seals, Slurry Seals, Sealants and Rejuvenators to preserve roadways and extend surface life; and

WHEREAS, the County has an agreement for services in place for the maintenance of traffic signals in the County Highway System; and

WHEREAS, the County, is willing to utilize its equipment and manpower to perform chip seals, slurry seals, cold mix asphalt paving, apply sealants and asphalt rejuvenators for the City; and

WHEREAS, contracting with the County to perform roadway and traffic signal maintenance will result in a substantial cost savings to the City; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into this Agreement,

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

Section 1. Term. This Agreement is for a term of five (5) years and shall be automatically renewed every 5 years if neither party objects during the 90-day period prior to expiration.

Section 2. Agreement to Apply Roadway Maintenance. The County shall provide roadway and traffic signal maintenance at various locations within the jurisdiction of the City. The City will supply, at its sole cost and expense, all parts and materials and keep sufficient component inventory for maintenance and repairs of traffic signals.

Section 3. Project Administration. The County will administer the Agreement in accordance with state, city, and county statutes, ordinances, regulations, and requirements. The County will provide directions and approve all project requirements, process project documents as necessary, and administer all construction contracts. The County or the contractor performing the work shall have sole responsibility for the work completed and the quality of the workmanship of the project undertaken.

Section 4. Payment of Costs for the Roadway Maintenance. The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways and traffic signals. Costs may not exceed \$250,000 per fiscal year for roadway maintenance and may not exceed \$100,000 per fiscal year for traffic signal maintenance. The County shall invoice the City monthly for the City's share of the actual reasonable cost of the work performed for each task the City requests, during the previous calendar month. Upon completion of the

Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days and submitted to the City. The City shall pay County for the City's portion of the work within sixty (30) days of invoice by the County

Section 5. Ownership and Maintenance. Upon completion of the requested maintenance, the City shall be the owner of the roadways and shall provide for, at its own cost, proper maintenance.

Section 6. Authorization. This Agreement has been approved by actions taken by the governing bodies of the County and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (as "Indemnitee") from and against any and all claims, losses, liabilities, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), to the extent caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Section 8. Insurance. During the term of this Agreement the County shall maintain adequate commercial general liability insurance and worker's compensation insurance as provided by the Arizona Counties Insurance Pool, a risk retention pool established pursuant to A.R.S. Section 11-952.01, and the City shall maintain adequate commercial general liability insurance and worker's compensation insurance as provided by the Arizona Municipal Risk Retention Pool, a risk retention pool established pursuant to A.R.S. Section 11-952.01. If either party elects to terminate its insurance coverage under its respective risk retention pool, the party electing to terminate such coverage shall notify the other party sixty (60) days prior to such termination and provide evidence of replacement coverage reasonably acceptable to the nonterminating party. If the parties cannot agree upon replacement coverage either party may terminate this Agreement by giving the other party sixty (60) days of termination

Section 9. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 10. Recording. This Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

Section 11. Termination. This Agreement shall remain in full force and effect until expiration of its initial term or any renewal term or until terminated by either party. Either party may terminate this agreement by giving the other party no less than sixty days (60) written notice of its intent to terminate. If either party fails to appropriate funds for this Agreement, the Agreement shall terminate at the end of the period for which funds are appropriated.

Section 12. Compliance with Law. The parties must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 13. 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.

Section 14. 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 15. 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 16. 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 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 mail addressed as follows:

City of Clerk
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

County of Yuma
County Public Works Director
4343 S. Ave 5 1/2 E
Yuma, Arizona 85365

Section 18. Employment Eligibility. The parties warrant, and shall require its subcontractors to warrant, that each 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. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that Contractor or its subcontractors are complying with this warranty.

Section 19. Workers' Compensation. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is their primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

DATED this ____ day of _____, 2025

CITY OF SAN LUIS

By _____
City Administrator

COUNTY OF YUMA

By Mart Porchas
Martin Porchas, Chairman
Board of Supervisors

ATTEST:

City Clerk

Desiree
Clerk of the Board

INTERGOVERNMENTAL AGREEMENT

FOR ROAD MAINTENANCE

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

San Luis City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the County Attorney for the County of 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 the County of Yuma:



Minda M. Davy, Deputy County Attorney