

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND YUMA COUNTY
FOR THE CONSTRUCTION OF
AVENUE B PAVEMENT REPLACEMENT 16TH STREET TO 1ST STREET**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Yuma, Arizona, a municipal corporation of the State of Arizona (“City”) and Yuma County, a political body of the State of Arizona (“County”). County and City are sometimes hereafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, A.R.S. § 11-251 and A.R.S. § 11-951 *et seq.* authorize the County to enter into this Agreement, and A.R.S. § 11-951 *et seq.* and the City’s Charter authorize the City to enter into this Agreement; and

WHEREAS, a public need exists for pavement rehabilitation on Avenue B between City 16th Street and City 1st Street, an area mostly within the City limits of the City, as depicted on the map contained in Exhibit “A” attached hereto and incorporated as though fully set forth herein, (the “Project”), and

WHEREAS, the Parties have agreed that the completion of the Project is necessary for public safety and welfare, and desire to cooperate in the completion of the Project; and

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

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

1. **Purpose.** The purpose of this Agreement is to provide funding for the construction of the Project which is a benefit for the City and the County.
2. **Duration.** This Agreement shall become effective on the date it is fully executed by the City and the County and shall continue until the Project has been completed and accepted in writing by the City and the County.
3. **Design.** The Project shall be designed by the City and their consultant in accordance with State, City, and County requirements.
4. **Right-of-Way Acquisition.** The City and the County presently own adequate right-of-way to construct the Project.
5. **Project Financing.** The Project design costs and other costs associated with development of the Project are to be borne by the City. The estimated total Project construction costs are \$3,317,695.00. Project construction costs for pavement rehabilitation and related costs are to be paid 75.6% by the City and 24.4% by the County (As shown in Exhibit “A”). The estimated Project

construction costs will be adjusted to actual costs at the stated percentages following the completion of the Project.

6. Obligations of the Parties.

A. City Obligations.

1. The City shall provide all funding for Project design costs.
2. The City shall provide a Project design plan to the County for review and approval before finalization.
3. The City shall provide 75.6% of the funding for pavement rehabilitation and associated costs of construction of the Project.
4. At the completion of the Project, invoice the County for its portion of costs of the Project.

B. County Obligations

1. The County shall provide timely reviews and provide comments on the Project design plans and shall not unreasonably withhold approval of the plan.
2. The County shall provide the City, its agents and/or contractors, at no cost, the right to enter County's right-of-way as required to conduct any and all preconstruction and construction related activities for the Project, including without limitation temporary construction easements or rights of entry.
3. The County shall provide 24.4% of the funding for pavement rehabilitation and associated costs of construction of the Project.
4. Upon receipt of invoice from the City, the County shall pay such invoice within 30 days of receipt if there are no discrepancies.

7. Ownership and Maintenance. Upon completion of the Project, the City and the County will each be responsible for maintaining the portions of the Project within its jurisdiction. This maintenance obligation shall survive the termination of this Agreement.

8. Authorization. The governing bodies of the City and the County approved this Agreement and authorized and directed the undersigned to execute this Agreement.

9. Conflict of Interest. This Agreement is subject to the conflict-of-interest provisions of A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

10. Termination. This Agreement shall terminate upon the completion of the Project or upon written agreement between the Parties, whichever occurs first.

11. Compliance with Law. The County and the City will comply with all Federal, State, and Local Laws and Ordinances applicable to its performance under this Agreement.

12. Attorney Fees and Costs. If an action or proceeding is brought for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court.

13. Severability. If any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be enforceable.

14. Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by the City or the County, 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 executed by the Parties.

15. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither the City nor the County is the principal or agent of the other.

16. Hold Harmless/Indemnification Clause. Each party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers-

17. Notices. All notices or demands upon the City or County to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

City of Yuma
City Engineer
155 W. 14th Street
Yuma, Arizona 85364

Yuma County Dept. of Engineering
County Engineer
2351 W. 26th Street
Yuma, Arizona 85364

18. Employment Eligibility. The City and the County warrant and shall require all subcontractors to warrant compliance with all federal immigration laws, regulations that relate to employees, and A.R.S. § 23-214 relating to the 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 to ensure that the other Party or its subcontractors are complying with the warranty.

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 the City or County to this Agreement by imposing any standard of care different from the standard of care imposed by law.

20. Assignment. This Agreement is not assignable without the mutual written consent of both Parties.

21. Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to 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 such action.

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

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 below.

DATE: _____, 2026

DATE: _____, 2026

CITY OF YUMA

YUMA COUNTY

John D. Simonton
City Administrator

ATTEST:

Martin Porchas, Chairman
Board of Supervisors

ATTEST:

Lynda Bushong
City Clerk

Desiree Philipps
Yuma County Clerk of the Board

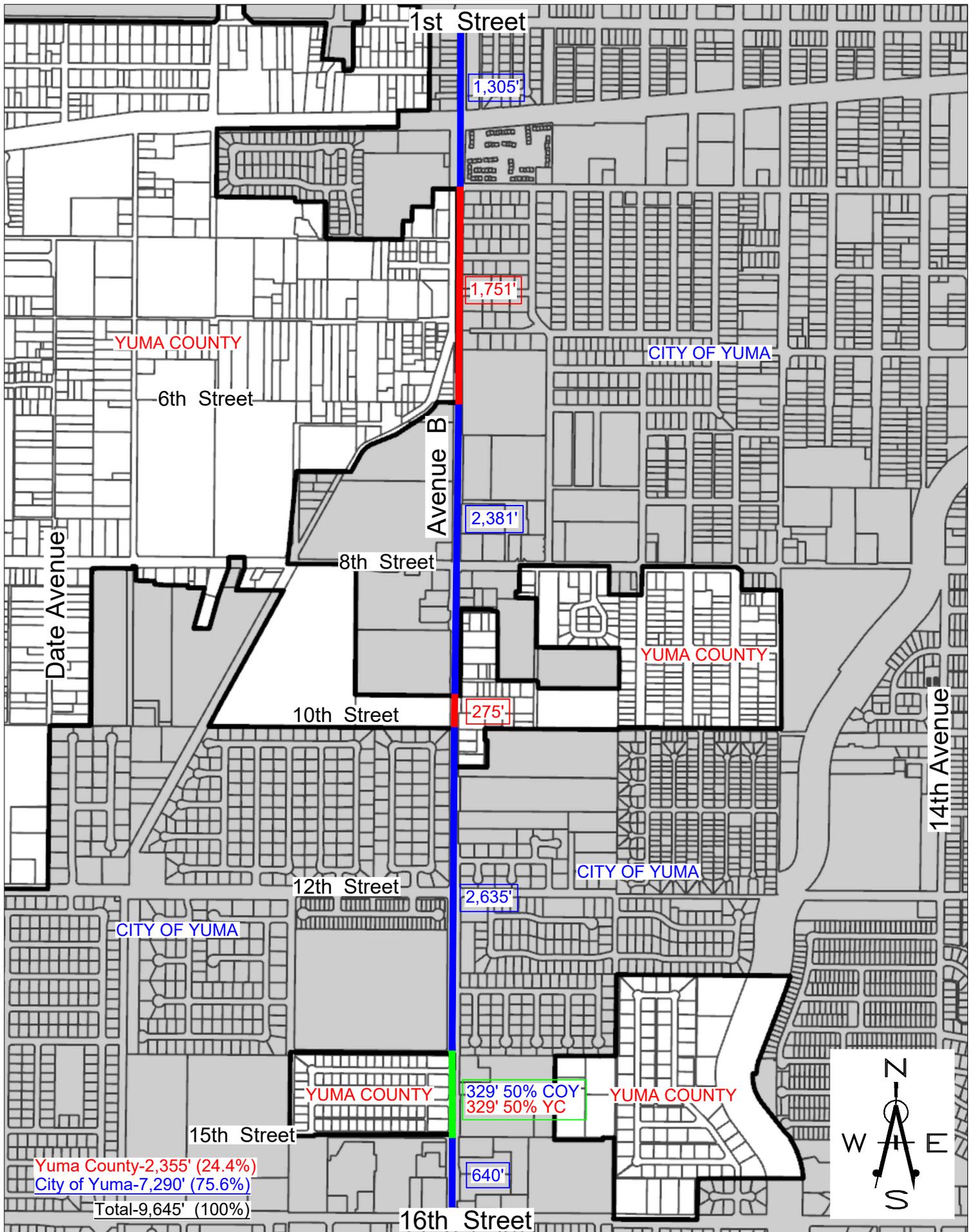
Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and City Charter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

Richard W. Files, City Attorney

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

Kesia Morrison, Deputy County Attorney, Civil Division

EXHIBIT "A"



PROJECT VICINITY MAP

AVENUE B PAVEMENT REPLACEMENT, 16TH STREET TO 1ST STREET