

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA
AND CRANE ELEMENTARY SCHOOL DISTRICT NO. 13**

This intergovernmental agreement ("Agreement") is entered into on this 13th day of February, 2024, ("Effective Date") by and between the Crane Elementary School District No. 13 ("District") and the City of Yuma ("City"), an Arizona municipal corporation. The District and the City are sometimes hereafter referred to individually as the "Party" and collectively as the "Parties."

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 *et. seq.* and the City is also authorized and empowered pursuant to Article III, Section 13, of the Yuma City Charter and the District is also authorized through A.R.S. § 15-342(13), to enter into agreements for the joint exercise of any power common to the contracting Parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the District has been awarded an Arizona Department of Transportation Grant ("ADOT Grant") to cover costs related to services to design an improved and safer area of transportation access in a public right of way or easement to Gary A. Knox Elementary School ("Project"); and,

WHEREAS, the City is willing to act as the "Project Sponsor" to facilitate the work to be completed in connection with the Project as further described in this Agreement.

WHEREAS, as part of the ADOT Grant, the Arizona Department of Transportation ("ADOT") will provide scoping and design services for the Project. The ADOT Grant funds will be used to compensate ADOT for its services rendered in connection with the Project.

NOW, THEREFORE, the Parties agree as follows:

1. **ADOT Grant.** The ADOT Grant is \$144,281 and as part of the grant, the District is required to contribute 5.7% (\$8,721) as a local match ("District Contribution Amount") to cover the costs associated with the Project to bring the total award to \$153,002 ("Project Amount"). The City in its capacity as Project Sponsor will invoice the District the District's Contribution Amount and once paid, will forward the same to ADOT.
2. **Design Services for Project.** The District and City have been advised that ADOT will provide the scoping and design services for the Project to explore a solution for creating an improved and safer area of transportation access in the public right of way or easement to Gary A. Knox Elementary School which may include scoping and design for the following solutions:
 - A. Installing a High-Intensity Activated Crosswalk (HAWK) Signal at the vicinity of 30th Street and 21st Drive in Yuma, Arizona, or
 - B. Installing a Traffic Signal at 21st Drive and 28th Street in Yuma, AZ, improving from an "All Way" stop.

District and City will reasonably cooperate with ADOT to provide any feedback or assistance it may require to complete the Project.

3. **Cost Responsibility.** The District anticipates the Project Amount will be sufficient to cover the costs associated with the Project. To the extent ADOT's costs for the Project are less than the Project Amount, the District shall be entitled to receive a reimbursement of a portion of the District Contribution Amount as determined by ADOT. In the event ADOT's costs for the Project exceed the Project Amount, the District shall be responsible for such costs and the City shall have no cost responsibility.
4. **Term.** This Agreement shall be effective as of the Effective Date set forth above and shall remain in full force and effect for two (2) years ("Initial Term") from the Effective Date, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew another two years ("Renewal Term") unless either Party provides at least thirty (30) days written notice of termination to the other Party before the expiration of the Initial Term or the Agreement is terminated as otherwise provided in this Agreement.
5. **Termination.** Either Party may terminate this Agreement for any reason upon ninety (90) days advance written notice to the other Party.
6. **Entire Agreement.** This instrument contains the entire agreement between the Parties with respect to the subject matter contained in it and supersedes all prior and contemporaneous agreements, discussions and representations related thereto. No supplement, modification or amendment hereof shall be binding and effective unless in writing and signed by all of the Parties.
7. **Assignment.** No right or interest in this Agreement shall be assigned by the District without prior, written permission of the City, signed by the City Administrator. Any attempted assignment by the District in violation of this provision shall be a breach of this Agreement by the District. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
8. **Severability.** The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.
9. **No Partnership.** Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties and neither Party shall be deemed the principal, agent, officer, or member of the other.
10. **Rights/Obligations of Parties Only.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties.
11. **Choice of Law/Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. 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 Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but 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.

12. **Attorney Fees and Costs.** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and/or collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
13. **Records.** Each Party shall keep and maintain records pertaining to the exercise of this Agreement for no less than five (5) years.
14. **Conflict of Interest.** The Agreement is subject to the conflict of interest and cancellation provision of the A.R.S. § 38-511, as amended, the provision of which are incorporated herein.
15. **Remedies.** If either Party breaches or defaults on this Agreement the other Party is entitled to exercise legal and equitable rights and remedies. The defaulting Party shall be given written notice and an opportunity to cure the default. In no event shall the time to cure exceed thirty (30) days after receipt of notice, however, that if the default takes longer than thirty (30) days to cure, the defaulting Party will not be deemed to be in default if the defaulting Party has begun the cure and diligently prosecutes the cure to completion.
16. **Employment Eligibility.** To the extent applicable under A.R.S. § 41-4401, the Parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 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 papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.
17. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if (A) personally delivered to the undersigned representatives listed below at the addresses set forth below; (B) three (3) days after it is deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or (C) prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

If a copy of a notice is also given to a Party's counsel or other authorized recipient, the notice is deemed to have been received on the date on which the undersigned representative

received the notice, not the date its counsel or other authorized recipient received the notice.

City of Yuma
Attn: City Administrator
One City Plaza
Yuma, AZ 85364

Crane School District
Attn: Superintendent
4250 W. 16th St
Yuma, AZ 85364

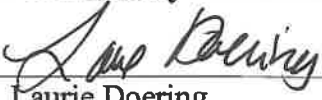
18. **Waiver.** The failure of either Party to insist upon strict performances of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
19. **Compliance with Law.** The Parties shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
20. **Time is of the Essence.** Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance by the District of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party hereto.
22. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
23. **Authorization.** This Agreement has been approved by actions taken by each of the governing bodies of the District and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

IN WITNESS WHEREOF, the Parties thereto have executed this Agreement as of the Effective Date written above.

City of Yuma

By: _____
John D. Simonton
Title: City Administrator

Crane Elementary School District No. 13

By:  _____
Laurie Doering
Title: Superintendent, Crane Elementary School District
No. 13

ATTEST:

Lynda L. Bushong, City Clerk


INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

Attorney for City of Yuma

Richard W. Files

Attorney for Crane Elementary School
District No. 13

 _____
Curtis Chipman