

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30 AND
TOWN OF SAHUARITA FOR TRAFFIC LIGHT INSTALLATION PROJECT
CONSTRUCTION COST SHARING**

This Intergovernmental Agreement ("Agreement") entered into this 27th day of May _____, 2025, by and between the Town of Sahuarita, a municipal corporation of the State of Arizona, ("Town"), and Sahuarita Unified School District No. 30, an Arizona unified school district ("District") pursuant to A.R.S. § 11-952.

RECITALS

WHEREAS, the Town and the District desire to enter into this intergovernmental agreement on behalf of their respective operations; and

WHEREAS, the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS, the Town and the District desire that a traffic signal on Sahuarita Road at the entrance to Walden Grove High School driveway, which work is more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Project"); and

WHEREAS, the Town will handle procurement, contracting, and project management aspects and the District will contribute a sum to assist in financing the construction of the Project as set forth below; and

WHEREAS, the Town and the District intend in good faith to enter into a separate agreement to share the costs of construction and installation of the Project.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

1. **Town's Obligations Related to the Project.** The Town shall handle all procurement, contracting, and project management aspects related to the Project.

2. **District's Obligations Related to the Project.** When the School Facilities Board approves the funding, the District shall contribute One Hundred Forty-Eight Thousand and One Hundred and Five Dollars and Fifty-Two Cents (\$148,105.52) toward the construction of the Project. A separate cost sharing Agreement was entered into between the Town and the District for costs related to the design of the Project.

3. **Relationship of Parties.** The Town shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.

4. **Costs and Payment.** The District agrees to pay the Town up to \$148,105.52 upon completion of the construction of the Project and within thirty (30) days of receipt of a written request from the Town for payment. A separate cost sharing Agreement will be entered into between the Town and the District for costs related to the construction and installation of the Project.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

6. **Entire Agreement: Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

7. **Notices.** Formal notices, demands and communication between the Town and the District shall be deemed sufficiently given if hand delivered or dispatched by mail, return receipt requested, postage prepaid, and addressed as follows:

TOWN:

Town of Sahuarita
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Town Manager

With a copy to:

Sahuarita Town Attorney
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Jon Paladini, Esq.

DISTRICT:

Sahuarita Unified School District
350 W. Sahuarita Road
Sahuarita, Arizona 85629

With a copy to:

Deconcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway Blvd., #200
Tucson, Arizona 85716
Attn: Spencer Smith

8. **Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with A.R.S. § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

9. **Resolution of Disputes.** In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.

10. **Cancellation.** The Town and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

11. **Non-appropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

12. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

13. **Indemnification and Mutual Defense.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law 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 attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers arising out of the activities under this Agreement. If a claim or claims by third parties become subject to this indemnity provision, the Parties shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 7 shall survive termination of this IGA.

14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

TOWN OF SAHUARITA, ARIZONA,
a municipal corporation,

By Tom Murphy
Mayor Tom Murphy

APPROVED AS TO FORM:

By Jon M. Paladini
Jon Paladini, Town Attorney

ATTEST:

By Lisa Cole
Lisa Cole, Town Clerk



SAHUARITA UNIFIED SCHOOL
DISTRICT NO. 30

By Manuel O. Valenzuela
Manuel O. Valenzuela, Ed.D.
Superintendent

ATTEST:

Betsy Palacios
Betsy Palacios, District Assistant

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Town of Sahuarita and Sahuarita Unified School District No. 30 has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

TOWN OF SAHUARITA:

By *Jon M. Paladini*
Jon Paladini, Town Attorney

SAHUARITA UNIFIED SCHOOL DISTRICT
NO. 30:

By *Gary Urman*
Gary Urman, Attorney for the District

EXHIBIT A

PROJECT SCOPE OF WORK

Technical Scope of Work: Installation of a Traffic Signal on Sahuarita Road at the intersection of Sahuarita Road at Delgado Street and Sahuarita Park Road. Walden Grove High School

Project Overview: This project will install a new traffic signal on Sahuarita Road at the intersection of Sahuarita Park Road and Delgado Street, near Walden Grove High School, to improve traffic safety.

Scope: Construction Phase (June 2025 to August 2025)

The construction phase of this project encompasses the physical installation, comprehensive inspection, and rigorous testing of the new traffic signal system, ensuring full compliance with approved designs, industry best practices, and all applicable state, federal, and local regulations. Initially, the site will undergo thorough preparation, including precise verification of existing utility locations to prevent conflicts, meticulous clearing and grubbing, and careful excavation for the installation of foundations, conduits, and related infrastructure. Erosion control measures will be implemented proactively to safeguard the surrounding environment, and a detailed traffic control plan will be executed to maintain safe and efficient traffic flow throughout the construction process. A pre-construction meeting will be conducted with all stakeholders to establish a clear understanding of the project schedule, safety protocols, and quality control requirements.

The subsequent installation process will involve the precise placement of foundations for signal poles, mast arms, and other equipment, adhering strictly to approved design plans and specifications. This includes ensuring the correct type, size, and depth of foundations, along with thorough soil testing and compaction to guarantee stability. Conduit and wiring installation will be carried out, encompassing both underground and above-ground systems, with meticulous attention to conduit size, type, and depth, as well as the accurate pulling and termination of all wiring and cabling. The erection of signal poles and mast arms will be performed in accordance with approved designs, ensuring plumbness and secure anchorage. Signal heads for vehicular and pedestrian traffic, vehicle detection systems, emergency vehicle preemption systems, signal controllers and cabinets, and battery backup systems will all be installed with precision and tested for functionality. Furthermore, a communications system will be installed to facilitate efficient signal monitoring and control. System testing and activation will involve rigorous evaluation of all components and the complete integrated system under various traffic conditions, culminating in a final inspection and system activation in coordination with the Town of Sahuarita. Finally, all areas disturbed by construction will be meticulously restored to their original condition, and comprehensive documentation and training on the operation and maintenance of the traffic signal system will be provided to the Town of Sahuarita personnel.