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C-5238-1
11/26/2013

CITY OF GLENDALE, ARIZONA

**AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF PHOENIX AND
THE CITY OF GLENDALE PERTAINING TO TREATED
WATER SERVICE TO AN AREA LOCATED IN PHOENIX**
(Agreement C-5238-1)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

When Recorded Return to:
Daniel L. Brown, Esq.
City of Phoenix Law Department
200 W. Washington Street, 13th Floor
Phoenix, AZ 85003-1611

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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ELECTRONIC RECORDING (6 pages)

**AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE PERTAINING TO
TREATED WATER SERVICE TO AN AREA LOCATED IN PHOENIX**

City of Glendale Contract No. C-5238
City of Phoenix Contract No. 114155-01

THIS AMENDMENT NO. 1 ("Amendment No. 1") is made and entered into on the 15th day of December 2013 ("Effective Date") by and between the City of Phoenix, Arizona, an Arizona municipal corporation (hereinafter called "Phoenix"), and the City of Glendale, Arizona, an Arizona municipal corporation (hereinafter called "Glendale"), (Phoenix and Glendale are collectively referred to as "Parties").

RECITALS

- A. Phoenix is authorized to enter into this Amendment No. 1 pursuant to A.R.S. Section 11-952 and Phoenix City Charter Article 2, Chapter 2;
- B. Glendale is authorized to enter into this Amendment No. 1 pursuant to A.R.S. Section 11-952 and Glendale City Charter, Article I, Section 3;
- C. On or about December 15, 2004, the Parties entered into an Inter-Governmental Agreement (the "Agreement") whereby Glendale agreed to provide treatment and deliver water services to an area located within the boundaries of Phoenix that is defined in the Agreement as the "Phoenix Water Service Area." The Phoenix Water Service Area is generally located near the northeast corner of 51st Avenue and Loop 101 in north Phoenix; and

Phoenix and Glendale wish to modify and amend the Agreement subject to, and strictly in accordance with, the terms of this Amendment No. 1.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The Parties represent and warrant the Recitals above are accurate and correct and form an integral part of this Amendment No. 1.

2. The Phoenix Water Service Area is amended as of the Effective Date of this Amendment No. 1 and Exhibit A of the original Agreement is amended to include the additional real properties described and shown in Exhibit "A" attached to this Amendment No. 1.
3. The additional real properties to be served shall only be single family residential housing.
4. Section 13.0 "Termination" of the Agreement is deleted in its entirety and replaced with the following:

Section 13.0 "Term and Termination"

13.1 To comply with statute, the term of this Agreement shall be twenty-five (25) years from the date of recordation with the Office of the Maricopa County Recorder (December 20, 2004), or for so long as Treated Water Service from Glendale is necessary for customers located within the Phoenix Service Area, unless sooner terminated as set forth in this Agreement.

13.2 The Cities may terminate this Agreement in whole or in part upon mutual written agreement. Either City may terminate this agreement upon twenty-four (24) months' written notice to the other City. Upon termination, Phoenix shall disconnect its water connection from the Point of Discharge and any property jointly used by the Cities in the furtherance of this Agreement shall be returned to its respective owner(s).

13.3 For the same Phoenix Water Service Area, the Cities have also entered into an Inter-Governmental Agreement ("IGA") pertaining to Treated Sewer Service, Agreement 114154 ("Sewer Agreement").

5. To comply with statute, the original Agreement is amended to include the E-verify and Iran/Sudan prohibitions:

Section 19. Immigration Law Compliance.

19.1. The Cities warrant, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

19.2. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination.

19.3. The Cities retain the legal right to inspect the papers of any subcontractor employee who performs work under this Agreement to ensure that such subcontractor is compliant with the warranty under this section.

19.4. Cities may conduct random inspections, and upon the request of either City the Cities shall provide copies of papers and records demonstrating continued compliance with the warranty under this section. The Cities agree to keep papers and

records available for inspection during normal business hours and will cooperate with each other in the exercise of their statutory duties and not deny access to their business premises or applicable papers or records for the purposes of enforcement of this section.

19.5. The Cities agree to incorporate into any subcontracts under this Agreement the same obligations imposed by statute and expressly accrue those obligations directly to the each other's benefit. The Cities shall require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the Cities.

19.6. The warranties and obligations under this section are continuing throughout the term of this Agreement or until such time as the Cities determine, in their sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

6. Unless modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by its duly authorized representatives as of the Effective Date.

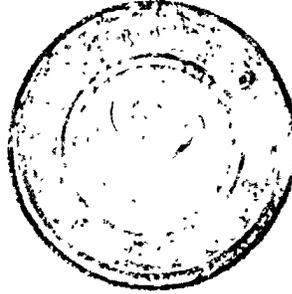
Signatures on the following page.

CITY OF PHOENIX, ARIZONA, a municipal corporation
ED ZUERCHER, Acting City Manager

By: Kathryn Sorensen
Kathryn Sorensen
Water Services Director

ATTEST:

C. Meyer
City Clerk



APPROVED AS TO FORM:

[Signature]
ACTING City Attorney

CITY OF GLENDALE, ARIZONA, a municipal corporation
BRENDA S. FISCHER, City Manager

By: B. Fischer
Brenda S. Fischer
City Manager

ATTEST:

[Signature]
City Clerk

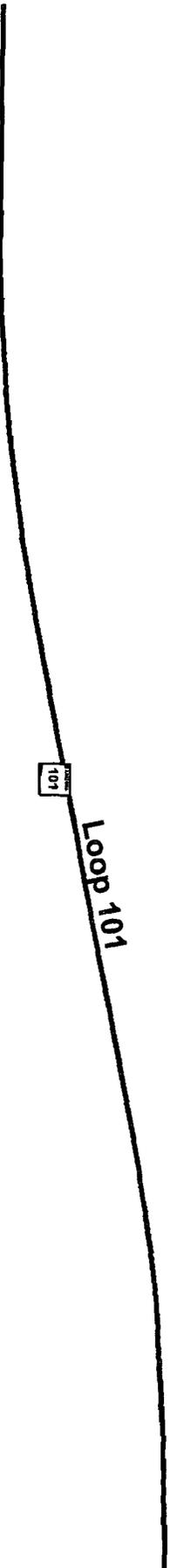
APPROVED AS TO FORM

[Signature]
City Attorney

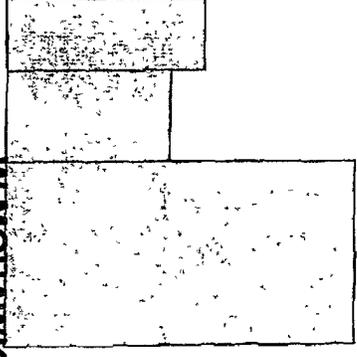
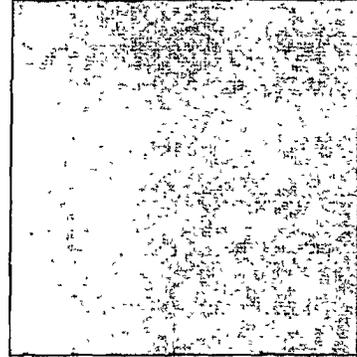
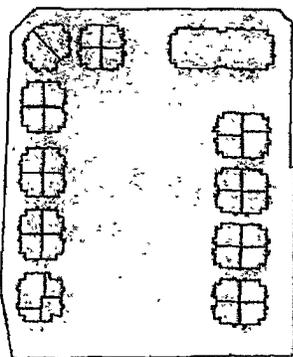
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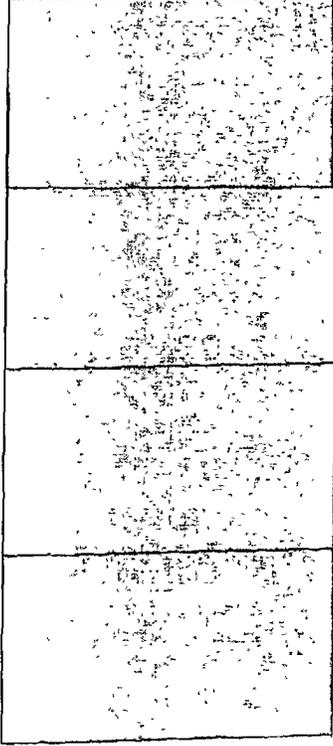
Exhibit "A"



N 51ST AVE



W TONOPAH DR



W MOHAWK LN



Service Area



**Exhibit A - Amended
Phoenix Water Service Area**

Date: _____