

**CITY CLERK  
ORIGINAL**

ADOT File No.: IGA/ JPA 08-081-I  
AG Contract No.: P001 2008 004855  
**Amendment No. One**  
Project: Safety Project - Installation of  
turn Lanes and Bus Bays  
Section: Glendale's 51<sup>st</sup>  
Avenue/Camelback Road  
MAG TIP ID No.: GLN07-777  
TRACS No.: SH432 01C  
Budget Source Item No.: HES funding,  
(\$900,000) and City Match \$420,000)

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

**C-6686-1  
04/17/2012**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF GLENDALE**

**THIS AMENDMENT No. 1**, entered into this date April 17, 2012, amending JPA No. 08-081-I, A.G. Contract No.: P001 2008 004855, and executed 16 January 2009 filed with the Secretary of State under No. 30581, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

**The purpose of this Amendment is to show the increase of the project costs to be funded by the City and to add the Inspection language, in addition to updating the Miscellaneous Provisions.**

**THEREFORE**, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

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**Section I, Paragraph 8 and 9 are added as follows:**

8. City personnel will be used for the construction engineering of the Project. The City will provide eligible inspection services, and be reimbursed for these services. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and Construction Group must agree on the City Inspector. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly timesheet. The City Inspector will remain an employee of the City of Glendale and will not be considered an employee of the Arizona Department of Transportation during the term of the Agreement. The City will invoice monthly for reimbursement, all charges must be kept current for both payment and ADOT reporting purposes. The ADOT Contract Administrator will be Michelle Bowser at [MBowser@azdot.gov](mailto:MBowser@azdot.gov). The City will be notified of all approvals by the ADOT Construction Group.

9. The Parties hereby agree to and acknowledge the following conditions: a) the estimated monetary amounts referenced in the Agreement are subject to change and can change significantly before completion of the Project; b) the Parties shall perform their responsibilities consistent with the Agreement; and c) any change or modification to the Project will only occur with the mutual written consent of both Parties.

**II. SCOPE OF WORK****Article II, Paragraph 1.d is replaced as follows:**

1. The State will:

d. Upon execution of this Amendment, invoice the City for the City's additional or full share of the Project, whatever the case may be, currently estimated at **\$420,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

**Article II, Paragraph 2.b is replaced as follows:**

2. The City will:

b. Upon execution of this Amendment, deposit funds with the State in an amount equal to the difference between the estimated cost of the work provided for in this Amendment and the amount of Federal Aid (capped) received, currently estimated at **\$420,000.00**.

**III. MISCELLANEOUS PROVISIONS****Article III, Paragraphs 2, 4 and 6 are replaced as follows:**

2. The State assumes no financial obligation or liability under this Amendment to the Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Amendment or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City

hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

4. This Amendment shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Amendment.

**Article III, Paragraphs 12, 13 and 14 are added as follows:**

12. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the City may be subject to penalties up to and including termination of the original Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Amendment.

14. The City warrants compliance with the Federal Funding Accountability and Transparency Act of 2006, associated 2008 amendments and with Arizona Revised Statutes §41-725.

**ALL NOTICES OR DEMANDS** upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation (ADOT)	City of Glendale
Joint Project Administration	Attn: Transportation Department
205 S. 17 <sup>th</sup> Avenue, Mail Drop 637E	5800 W. Glenn Drive, Ste 315
Phoenix, Arizona 85007	Glendale, Arizona 85301
(602) 712-7124	(623) 930-2940
(602) 712-3132 Fax	(623) 930-2194 Fax

ADOT Financial Management Services  
 Attn: Project Finance  
 206 S. 17<sup>th</sup> Avenue, Mail Drop 204B  
 Phoenix, Arizona 85007  
 (602) 712 8471 Fax

PURSUANT TO ARIZONA REVISED STATUTES § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Amendment and that the Amendment is in proper form.

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the original Agreement remain in full force and effect.

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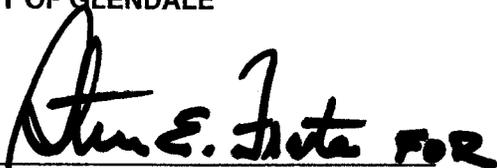
IN WITNESS WHEREOF, the Parties have executed this Amendment to the original Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By



ELAINE M. SCRUGGS

Mayor

By



DALLAS HAMMIT, P.E.

Deputy State Engineer, Development

ATTEST:

By



PAMELA HANNA

City Clerk

**IGA/JPA 08-081-I Amendment One**

**ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE**

I have reviewed the above referenced Amendment to the original Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this amendment to the original Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment.

DATED this 28 day of March, 2012.



City Attorney



TOM HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: [SUSAN.DAVIS@AZAG.GOV](mailto:SUSAN.DAVIS@AZAG.GOV)

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012008004855 (**IGA/JPA 08-081-I, Amendment No. One**), an Agreement between public agencies, i.e., The State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 17, 2012

TOM HORNE  
Attorney General

  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:In:#2662695  
Attachment