

**CITY CLERK
ORIGINAL**

ADOT File No.: IGA/JPA 08-082I
AG Contract No.: P001-2008-004585
Amendment No. One
Project No.: GLN05-501
Project: Safety Improvements
Section: 51st Avenue and Northern
TRACS No.: SH 43101C
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO THE
INTERGOVERNMENTAL AGREEMENT**

**C-6685-1
08/23/2011**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date September 6, 2011, Amendment No. One amending JPA No. 08-082I, A.G. Contract No.: P001 2008 004585, and executed January 9, 2009, filed with the Secretary of State under No. 30575 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 § 11-952 and § 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.

THEREFORE, in consideration of the mutual Agreements expressed herein, the Parties agree to amend the original Agreement as follows:

Section I, Paragraph 8 is 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 this 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. The City will be notified of all approvals by the ADOT Construction Group.

III. MISCELLANEOUS PROVISIONS**Section III, Paragraphs 12 - 18 are added as follows:**

12. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA.

13. The City and the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

15. 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(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 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).

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. 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
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

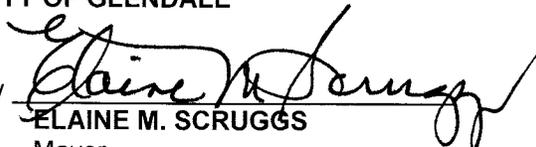
City of Glendale
Attn: Robert J. Darr
5800 W. Glenn Drive, Suite 315
Glendale, Arizona 85301
(623) 930-2942
(623) 915-1029 Fax

18. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

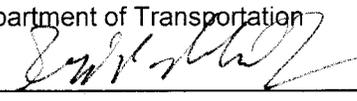
EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

By 
ELAINE M. SCRUGGS
Mayor

STATE OF ARIZONA

Department of Transportation
By 
FLOYD ROEHRICH JR.
State Engineer

ATTEST:

By 
PAMELA HANNA
City Clerk

JPA 08-082I
Amendment No. One

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION and the CITY OF GLENDALE pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this 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 Agreement.

DATED this 24 day of August, 2011.



City Attorney



TOM HORNE
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646

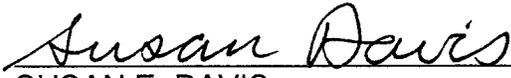
INTERGOVERNMENTAL AGREEMENT
AMENDMENT NO. ONE
DETERMINATION

A.G. Contract No. P001-2008-004585 (**IGA/JPA 08-082 I**), an Agreement between public agencies, i.e., The State of Arizona and The 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: September 6, 2011.

TOM HORNE
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:Sn:#2291600
Attachment