

**ADOT File No.: IGA/ JPA 11-052-I**  
**ADOT CAR No.: 13-0000300-I**  
**Amendment No. Two: 15-0005179-I**  
AG Contract No.: P0012011002697  
Project: Davis Road  
Section: Davis Road at MP 5 and 13  
**Federal-Aid No.: CCH-0(200)B**  
**ADOT Project No.: SS642 01C**  
**TIP/STIP No.: SEAGO 2011 Am#2**  
**CFDA No.: 20.205 - Highway Planning**  
**and Construction**  
**Budget Source Item No.: Local**

**AMENDMENT NO. TWO  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCHISE COUNTY**

**THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"),** entered into this date \_\_\_\_\_, 2015, pursuant to 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 COCHISE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

**WHEREAS,** the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-052-I, A.G. Contract No. P0012011002697, was executed on September 26, 2011, (the "Original Agreement") and Amendment No. One executed January 15, 2013;

**WHEREAS,** the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

**WHEREAS,** the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

**NOW THEREFORE,** in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. Two is to fund the construction phase of Project SS642 with Federal funds. Federal funds have been authorized for Project SS954 and Project SS642, the County and the State agree to transfer HPP Sec 115 funds from Project SS954 to Project SS642.

The Project construction cost breakdown is hereby revised, as follows:

**SS642 01C (construction)**

Federal-aid funds @ 94.3%	<b>\$3,960,600.00</b>
County's match @ 5.7%	<b><u>\$ 239,400.00</u></b>
<b>Subtotal – Costruction</b>	<b>\$4,200,000.00</b>

**II. SCOPE OF WORK**

**Section II, Paragraph 1.g. and 1.h. are added as follows:**

1. The State will:

g. Upon execution of this Agreement, invoice the County for the County's share of the Project construction costs, estimated at **\$239,400.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs; and de-obligate and transfer any remaining STP federal funds to Project SS954 construction phase.

h. Upon completion of the Right-of-Way Acquisition phase for both Project SS642 and Project SS954, the State will reconcile the actual project costs against obligated funds and take whatever actions necessary to de-obligate any unused funds and reimburse to the County the difference between estimated and actual match amounts required. Any remaining federal funds shall be de-obligated and transferred to Project SS954 construction phase.

**Section II, Paragraph 2.b. is revised as follows:**

2. The County will:

b. Within thirty (30) days of receipt of an invoice, and prior to bid advertisement for construction, pay the State the County's Project construction match costs, estimated at **\$239,400.00**.

**III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraphs 18. Is added as follows:**

18. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17<sup>th</sup> Ave. Mail Drop 204B

Phoenix, AZ 85007

[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

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

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**THIS AMENDMENT NO. TWO** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**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 Amendment No. Two and that the Amendment No. Two is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. Two the day and year first above written.

**COCHISE COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**PATRICK CALL**  
Chairperson

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Division Director

ATTEST:

By \_\_\_\_\_  
**ARLETHE G. RIOS**  
Clerk

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**ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY**

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
County Attorney