AMENDMENT NO. 1

to

Intergovernmental Agreement 2020A009

for the

Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction Management and Operation and Maintenance

of the

Royal Shadows Drainage Improvement Project

between the

City of Glendale

and the

Flood Control District of Maricopa County

IGA FCD 2020A009A

Agenda Item _____

This Amendment No. 1, also known as Intergovernmental Agreement (IGA) FCD2020A009A to IGA FCD 2020A00 is entered into by and between the Flood Control District of Maricopa County, a political subdivis9ion of the State of Arizona, acting by and through its Board of Directors (the "DISTRICT"), and the City of Glendale, a municipal corporation, acting by and through its Mayor and City Council, (the "CITY"). The CITY and the DISTRICT are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

This Amendment shall become effective as of the date it has been executed by all PROJECT PARTNERS.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. The CITY is empowered by A.R.S. § 9-240(B), as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. On July 31, 2019 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2009R003C (C-69-09-062-6-03) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.

4. On August 19, 2020, the Board approved IGA FCD 2020A009 authorizing the DISTRICT and CITY to cost-share in the Royal Shadows Drainage Improvement Project (PROJECT).

5. Due to a delay in contractor's ability to acquire the pipe required for the project, the CITY has requested and the DISTRICT has agreed to extend the completion date from June 30, 2022 to June 30, 2023.

PURPOSE OF THE AGREEMENT

6. The purpose of this Amendment is to extend the PROJECT construction and funding from June 30, 2022 to June 30, 2023.

TERMS OF AGREEMENT

7. The PROJECT DESIGN AND CONSTRUCTION COST is estimated to be $200,000 but is subject to change without amendment to this Agreement.

8. The DISTRICT shall:

   8.1 Fund seventy-five percent (75%) of the PROJECT DESIGN AND CONSTRUCTION COST incurred and invoiced between July 1, 2021 and June 30, 2023, with the funding from the DISTRICT limited to a maximum of $500,000 in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is $150,000.

9. The CITY shall:

   9.1 Fund the full PROJECT DESIGN AND CONSTRUCTION COST not reimbursed by the DISTRICT, making the CITY's estimated PROJECT DESIGN AND CONSTRUCTION COST share $50,000; and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2021 or after June 30, 2023.

   9.2 Invoice the DISTRICT as follows:

      9.2.1 After the construction contractor has mobilized and then started construction activities, the CITY may invoice the DISTRICT for one-half (1/2) of its share of the PROJECT DESIGN AND CONSTRUCTION COST.

      9.2.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2023, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT DESIGN AND CONSTRUCTION COST incurred, if any, to date.

10. This Amendment IGA 2020A009A governs where terms conflict with the original IGA FCD 2020A009. However, the original IGA FCD 2020A009 is applicable unless specifically changed by this Amendment. The paragraph numbering in this Amendment is coincidental and is not intended to indicate that these same numbered paragraphs in the original IGA FCD 2020A009 are being replaced in their entirety.

11. This Amendment shall expire either (a) one year from the date of execution by all PROJECT PARTNERS, or (b) upon both completion of the PROJECT and satisfaction of all funding

obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.

12. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

13. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

_____

Michael A. Fulton Date
Director

Approved and Accepted:

By: _____
Chairman, Board of Directors
Date

Attest:

By: _____
Clerk of the Board
Date

The foregoing Amendment No. 1 FCD 22020A009A to Intergovernmental Agreement FCD 2020A009 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

_____

General Counsel Date

CITY OF GLENDALE
A Municipal Corporation

Approved and Accepted By:

_____
City Mayor Date

Attest:

By: _____
City Clerk Date

The foregoing Amendment No. 1 FCD 2020A009A to Intergovernmental Agreement FCD 2020A009 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Glendale under the laws of the State of Arizona.

_____
City Attorney Date