

ADOT File No.: IGA 22-0008867-I
Amendment No. One: 24-0009700-I
AG Contract No.: P0012022001652
Project Name/Location: Cesar Chavez
Boulevard
Type of Work: Funding Pass-Through
Budget Source Item No.: 2023 Legislative
Appropriation

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

AMONG
THE STATE OF ARIZONA,
THE CITY OF SAN LUIS
AND
YUMA COUNTY

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”), the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City”), and YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “County”). The State, the City, and the County are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0008867-I, A.G. Contract No. P0012022001652, was executed on December 8, 2022, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

WHEREAS, the County is empowered by A.R.S. § 11-251 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the Parties desire to amend and restate the Original Agreement in its entirety, as follows:

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City.
3. The County is empowered by A.R.S. § 11-251 to enter into this Amendment No. One and has resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County.
4. Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490), appropriated funding from the State general fund in fiscal year 2022-2023, to the State to distribute to the County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis, (the "Project").
5. The funds for the Project were appropriated to the County. It is the desire of the Parties to have the appropriated funds distributed directly to the City.
6. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. After this Amendment No. One is executed, the State will issue a warrant to the City in the amount of \$33,000,000 for the Project.
 - b. The Project will be completed in accordance with Laws 2022, 2nd Regular Session, Chapter 331 (Senate Bill 1490).
 - c. After Project completion, submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2022, 2nd Regular Session, Chapter 331 (Senate Bill 1490).

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of all Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before appropriated funds are accepted, so long as the cancelling Party provides at least 30 days' prior notice to the remaining Parties. It is understood and agreed that in the event this Agreement is terminated, the State shall in no way be obligated to complete or maintain the Project.
5. Title VI. The Parties acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
7. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
8. Inspection and Audit. The Parties shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
9. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
10. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
11. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

13. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of San Luis
Attn: Jenny Torres
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8520
JTorres@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Eulogio Vera
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8577
EVera@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Roula Encinas, Acting Finance
Director
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8553
Rencinas@sanluisaz.gov

Yuma County
Attn: Finance Director
198 S Main Street
Yuma, AZ 85364
928.373.1012
Gilberto.Villegas@yumacountyaz.gov

16. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by any Party and shall be in writing.
 17. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 18. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
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Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

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

CITY OF SAN LUIS

By _____ Date _____
NIEVES RIEDEL
Mayor

ATTEST:

By _____ Date _____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement among the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Amendment No. One 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 remaining Parties to enter into this Amendment No. One.
Approved as to Form:

By _____ Date _____
City Attorney

YUMA COUNTY

By _____ Date _____
MARTIN PORCHAS
Chairperson Board of Supervisors

ATTEST:

By _____ Date _____
DESIREE GUNDERMAN
Yuma County Clerk of the Board

I have reviewed the above referenced Amendment No. One to the Original Agreement among the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Amendment No. One 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 remaining Parties to enter into this Amendment No. One.
Approved as to Form:

By _____ Date _____
MINDA M. DAVY
Deputy County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012022001652 (ADOT IGA 22-0008867-I Amendment No. One: 24-0009700-I), an Agreement among public agencies, the State of Arizona, the City of San Luis, and Yuma County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, 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 Amendment No. One.

By _____ Date _____
Assistant Attorney General