

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR
FOR INSTALLATION OF TRAFFIC SIGNAL AT
CAMELBACK ROAD AND SARIVAL AVENUE
(TT0681)
(C-64-20-211-M-01)**

This First Amendment to the Intergovernmental Agreement for Installation of Traffic Signal at Camelback Road and Sarival Avenue (**First Amendment**) is entered into by and between the County of Maricopa, a body politic, (**County**), and the City of Goodyear, a municipal corporation (**City**); the County and the City are collectively referred to herein as the **Parties**, or individually as a **Party**.

RECITALS

A. The Parties have the legal capacity to enter into this First Amendment pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-951 et seq.

B. The Parties previously entered into an Intergovernmental Agreement (C-64-20-211-M-00), recorded at Maricopa County Recorder No. 20200653270 (**IGA**) for Installation of Traffic Signal at Camelback Road and Sarival Avenue. The IGA was effective on July 16, 2020, the date it was approved by the Board of Supervisors.

C. The **Project** consists of installation of a new traffic signal and left turn lanes.

D. Traffic signal warrant analysis indicated the Intersection meets signal warrants based on traffic volumes.

E. The Parties desire to amend the IGA, through this First Amendment, to provide for acceleration of the Project design and construction.

NOW, THEREFORE, in consideration of the foregoing and the covenants herein set forth, the Parties agree as follows:

AGREEMENT

1. Section 8 is hereby deleted in its entirety and replaced with the following:

Project Costs. The anticipated Project costs are as follows:

a. Design:	\$50,000
b. Right-of-way Acquisition:	\$0
c. Construction:	\$704,900
d. Total Project Cost:	\$754,900

The developer of the Cross Dock facility east of the Project will contribute \$150,000 towards the cost of the project. This amount will be deducted from the Total Project Cost of \$754,900, resulting in an estimated **Net Project Cost** of \$604,900, which will be divided between the Parties as provided in Section 9 below.

2. Section 9 is hereby deleted in its entirety and replaced with the following:

The Parties have agreed to financially participate in the Project. The City will fund seventy-five percent (75%), and the County will fund twenty-five (25%) of the actual Net Project Cost of the project.

2. Section 13.1 is hereby deleted in its entirety and replaced with the following:

To ensure Project construction in Fiscal Year 2021, the County shall be responsible for the initial Total Project Cost of design and construction, currently estimated at \$754,900. At the completion of the Project, the County will be reimbursed for the Net Project cost, as defined in Section 8 above, by the City so that the County's total responsibility shall be twenty-five percent (25%) of the Net Project Cost, subject to the limitations in Paragraph 10, of the Project. The County's final twenty-five percent (25%) responsibility is currently estimated at \$151,225. The County will invoice the City for its seventy-five percent (75%) share in Fiscal Year 2022, currently estimated at \$453,675.

2. Section 14.6 of the IGA is deleted in its entirety and replaced with the following:

Upon the notice to proceed for construction, the City shall invoice the County for the costs of design and construction of the Project, currently estimated at \$754,900.

3. Section 14.7 of the IGA is deleted in its entirety and replaced with the following:

The City shall remit payment within thirty (30) days of the receipt of an invoice from the County.

5. All other conditions of the IGA shall remain in full force and effect.
6. This First Amendment shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and the Mayor and Council of the City of Goodyear, and may be filed with the Maricopa County Recorder.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Julie Arendall
City Manager

Date

Approved and Accepted by:

Georgia Lord
Mayor

Date

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY


I hereby state that I have reviewed the proposed First Amendment and declare it to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney _____ Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 9/15/2020
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Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed First Amendment and declare it to be in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 9/21/2020
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Deputy County Attorney Date