

## **EXHIBIT A**

### **FOURTH AMENDMENT TO GRANT PASS THROUGH INTERGOVERNMENTAL AGREEMENT BETWEEN YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY and CITY OF YUMA FOR FEDERAL TRANSIT GRANT FUNDING**

This Fourth Amendment to the Grant Pass Through Intergovernmental Agreement (“Amendment”) is effective as of 1<sup>st</sup> of October, 2024 (“Effective Date”), between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of Yuma, an Arizona municipal corporation (the “City”). YCIPTA and the City are sometimes referred to herein individually as the “Party” and collectively as the “Parties”.

#### **RECITALS**

**WHEREAS**, YCIPTA and the City are parties to the Grant Pass Through Intergovernmental Agreement with an effective date of February 26, 2015 (“IGA”) pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 (“Grant X132”) and AZ-90-X127 (“Grant X127”) to the City to pay for final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center;

**WHEREAS**, Grant X132 was awarded by the Federal Transit Authority on August 18, 2014 to YCIPTA and the City of Yuma as a Subrecipient;

**WHEREAS**, Grant X127 was awarded by the Federal Transit Authority on August 13, 2015 to YCIPTA and the City of Yuma as a Subrecipient;

**WHEREAS**, the term of the IGA was extended by the First Amendment to the IGA through August 31, 2018;

**WHEREAS**, the term of the IGA was extended by the Second Amendment to the IGA through December 31, 2023;

**WHEREAS**, the term of the IGA was extended by the Third Amendment to the IGA through September 30, 2024;

**WHEREAS**, grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and,

**WHEREAS**, YCIPTA and the City desire an additional extension to the term of the IGA to allow the City to use remaining grant funds for the improvement and rehabilitation of the Hotel Del Sol.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree to the following:

1. Incorporation of Recitals. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

2. Identifiers. Pursuant to the requirements of the awarded Grants, the Parties acknowledge that the City of Yuma, as a Subrecipient to the federal grants, has obtained GN4ZBTUNCN83 as its Unique Entity Identifier (UEI).

3. Term. Section 2 of the IGA, titled “Term of Agreement,” as amended by the First Amendment and again amended by the Second Amendment and Third Amendment, is hereby deleted and replaced with the following:

Term of Agreement. The Term of this Agreement shall begin on the Effective Date and expire on September 30, 2026.

4. Federal Grant Closeout. An additional Section 22 shall be added to the IGA, and titled “Federal Grant Closeout”, the language of such section shall be as follows:

Federal Grant Closeout. Once all line items in a grant are complete and all ECHO drawdowns are made, a final FFR and MPR is submitted in the TrAMS along with a final budget. Closeout shall take place no later than 30 days after the end of the quarter in which the last drawdown on the grant is made.

a. YCIPTA shall initiate the closeout electronically, by submitting the following information in TrAMS, as part of the closeout process:

(1) Confirmation that activities are complete and if closed out will deobligate any unexpended balance of federal assistance;

(2) A list of property acquired or improved in support of the Award that will continue to be within the purview of the Grant or Cooperative Agreement;

(3) A final, reconciled Award Budget reflecting actual Project costs by scope code and activity, reflecting adjustments to the federal and non-federal amounts;

(4) A final FFR, consistent with the reconciled Award Budget (e.g., deobligation);

(5) A final narrative MPR indicating the actual completion date of each ALI and a discussion of each ALI contained in the final Award Budget; and

(6) Any other documentation or reports required as part of the terms and conditions of the Grant or Cooperative Agreement.

5. Nature of Amendment. Except for the modifications set forth in this Amendment, the IGA remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as of the date first set forth above.

**CITY OF YUMA**

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

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John D. Simonton,  
City of Yuma - Administrator

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Shelly Kreger, CCTM  
Transit Director

**ATTEST**

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Lynda L. Bushong  
City Clerk

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

The foregoing Third Amendment has, prior to its execution, been submitted to the attorney for each Party, who has determined that the intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Elizabeth A. Punpayuk  
YCIPTA Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Richard W. Files  
Yuma City Attorney