

When recorded return to:

City of Maricopa  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138

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**SECOND AMENDMENT TO INTERGOVERNMENTAL/DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF MARICOPA AND PINAL COUNTY  
COMMUNITY COLLEGE DISTRICT**

This SECOND AMENDMENT to Intergovernmental/Development Agreement (“Second Amended Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF MARICOPA, ARIZONA, an Arizona municipal corporation (“City”) and PINAL COUNTY COMMUNITY COLLEGE DISTRICT *dba* CENTRAL ARIZONA COLLEGE, a non-profit public education institution of the State of Arizona (“CAC”). The City and CAC shall be referred to herein as the “Parties” and individually as a “Party.”

**RECITALS**

A. The Parties entered into that certain Intergovernmental/Development Agreement dated June 21, 2011, and recorded in the Office of the Pinal County Recorder as Fee No. 2011-062949 on July 29, 2011 (the “Original Agreement”) and that certain First Amendment to the Intergovernmental/Development Agreement dated September 4, 2012 and recorded in the Office of the Pinal County Recorder as Fee No. 2012-095703 on November 6, 2012 (the “First Amendment”). The Original Agreement and First Amendment shall be referred to herein collectively as the “Agreement.”

B. The Parties entered into the Agreement in order to define the rights and responsibilities of both CAC and the City in regard to development of a significant satellite campus in Maricopa (the "Project"), which is located on the Property.

C. The Agreement requires the Parties to make or pay for the design and construction of certain improvements to Bowlin Road and Regent Drive, as well as improvements to the intersection of Regent Drive and Bowlin Road and the intersection of Bowlin Road and White and Parker Road.

D. The full traffic signal and necessary intersection related improvements at the intersection of Bowlin Road and White and Parker Road and the intersection of Regent Drive and Bowlin Road have been completed.

E. CAC completed road, curb and gutter and landscaping on the east half of Regent Drive, specifically between Bowlin Road and the CAC entrance, but such improvements did not include the construction of a sidewalk.

F. The Parties now desire to amend the Agreement to update the schedule for improvements and clarify the obligation(s) to complete the improvements on Bowlin Road and Regent Drive including, but not limited to, sidewalks, street lights and landscaping according to the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants set forth herein, and for other consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. ACCURACY OF THE RECITALS: The Parties hereby confirm the accuracy of the Recitals set forth above, which are incorporated herein by this reference.
2. PROJECT: This Second Amended Agreement shall relate to the Project.
3. EFFECTIVE DATE AND RECORDING: Upon adoption of a resolution by the City Council and execution by both parties and recording in the Pinal County Recorder's Office, this Second Amended Agreement shall become effective. Pursuant to A.R.S. § 9-500.05(D), the Second Amended Agreement shall be recorded by City within ten (10) calendar days of execution by City in the Official Records of Pinal County, Arizona.
4. FORCE AND EFFECT OF AGREEMENT TERMS. Except as expressly modified herein, all of the terms and conditions of the Agreement are hereby incorporated into this Amended Agreement, and shall be effective as to the Project upon approval of this Second Amended Agreement.

5. CITY'S OBLIGATIONS. Paragraph 4(c) of the Agreement, as amended, is deleted in its entirety, and replaced with the following:

Design and install the following improvements (collectively referred to herein as the "Improvements"): (i) sidewalk and streetlights on the south side of Bowlin Road from Regent Drive to White and Parker Road; (ii) landscaping and irrigation on the south side of Bowlin Road from Regent Drive to Smith Farms Circle (the irrigation will be connected to a CAC metered water supply); and (iii) sidewalk on the east side of Regent Drive from Bowlin Road to the CAC entrance. Such Improvements shall be completed on or before June 2027.

6. CAC'S OBLIGATIONS. Paragraph 5(b) of the Agreement, as amended, is deleted in its entirety, and replaced with the following:

- a. Reimburse City in the amount not to exceed Eight Hundred Fifty-Two Thousand Two Hundred Forty-Five and 00/100 Dollars (\$852,245.00) for the costs of the design and installation of the Improvements (the "Reimbursement Amount"). CAC will pay the Reimbursement Amount to the City in three equal annual installments of Two Hundred Eighty-Four Thousand Eighty-One and 67/100 Dollars (\$284,081.67) with the first

installment being due on August 1, 2026, the second installment being due on August 1, 2027 and the final installment being due on August 1, 2028. In the event the Improvements cost less than the not to exceed amount, the annual installments will be adjusted accordingly.

b. CAC will be responsible to provide water for the landscaping and will also be responsible for maintaining the landscaping, including any necessary repairs or upkeep, once the initial installation of the Improvements is complete.

c. In addition, CAC will be responsible for any costs and expenses for the maintenance and services of the street lights including, but not limited to, paying for any electrical charges, as determined by Electrical District No. 3 once the initial installation is complete.

d. CAC shall dedicate and convey lien free and at no cost to the City 40 feet of right of way from the center line of Regent Drive from Bowlin Road south to the terminus point of Regent Drive.

7. NOTICES. Paragraph 11.4(a) of the Agreement, as amended, is deleted in its entirety and replaced with the following:

Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or by telecopy or telefacsimile machine, or by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid:

If to City:                      City of Maricopa  
   Attn: City Manager  
   39700 West Civic Center Plaza  
   Maricopa, Arizona 85138  
   Telephone: 520-316-6811

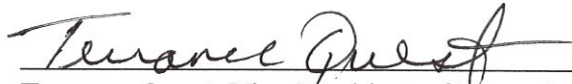
With a copy to:                City of Maricopa  
   Attn: City Attorney  
   39700 West Civic Center Plaza  
   Maricopa, Arizona 85138  
   Telephone: 520-316-6855

If to CAC:                        Central Arizona College  
   Attn: Terrance Quest  
   8470 N. Overfield Road  
   Coolidge, Arizona 85128-9030  
   Telephone: 520-494-5111

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Second Amended Agreement as of the date first set forth above.

PINAL COUNTY COMMUNITY COLLEGE  
DISTRICT, *dba* CENTRAL ARIZONA COLLEGE, a non-profit public education institution of the State of Arizona

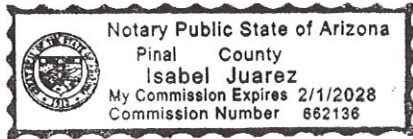
  
\_\_\_\_\_  
Terrance Quest, Vice President of Operations and Finance

STATE OF ARIZONA        )  
  ) ss.  
County of Pinal            )

The foregoing was acknowledged before me this 3rd day of June, 2026, by Terrance Quest, Vice President of Operations and Finance of Pinal County Community College District, *dba* Central Arizona College, a non-profit public education institution of the State of Arizona.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
02/01/2028



*[Signatures Continue on Next Page]*

CITY OF MARICOPA, ARIZONA, an Arizona municipal corporation

\_\_\_\_\_  
Nancy Smith, Mayor

ATTEST:

By: \_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

STATE OF ARIZONA        )  
  ) ss.  
County of Pinal            )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Nancy Smith, the Mayor of City of Maricopa, Arizona, an Arizona municipal corporation, who acknowledged that she signed the foregoing instrument on behalf of City.

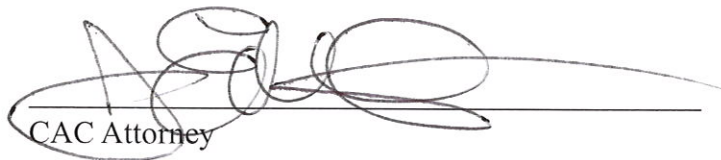
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

  
CAC Attorney

5/19/2026  
Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date