

When recorded return to:  
Denis Fitzgibbons  
Maricopa City Attorney  
P.O. Box 610  
Maricopa, AZ 85139

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

This AMENDMENT (this “Amended Agreement”) of the Intergovernmental/Development Agreement between 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”) between the City of Maricopa and Pinal County Community College District dated June 21, 2011, and recorded in the Office of the Pinal County Recorder as Fee No. 2011-062949 on July 29, 2011 (the “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012,. City and CAC are sometimes referred to herein collectively as the “Parties,” or individually as a “Party.”

**RECITALS**

A. CAC entered into the Agreement in order to define the rights and responsibilities of both the CAC and the City in regards to development of a significant satellite campus in Maricopa (the “Project”), which will be located on the Property.

B. The Agreement required the City to make certain improvements to Regent Drive and to the intersection of Bowlin Road and Regent Drive within a certain construction improvements timeline as set forth in the Agreement, and for CAC to reimburse the City for the costs of such improvements after the completion thereof.

C. The City has completed its design of the Regent Drive and Regent/Bowlin intersection improvements, but has been delayed in its implementation of the improvements because the City has not yet approved the San Travasa Traffic Impact Analysis.

D. CAC desires to build and dedicate the Public Infrastructure Improvements to Regent Drive and the intersection of Bowlin Road and Regent Drive rather than to reimburse the City for the costs for the same.

E. The City of Maricopa is entitled to enter into this Amended Intergovernmental/Development Agreement pursuant to A.R.S. §§ 9-500.05, 9-500.11, and 11-952.

F. CAC is entitled to enter into this Amended Intergovernmental/Development Agreement pursuant to A.R.S. §15-1444.

G. The parties have mutual interests in the development of this Project and wish to enter into this Amended Agreement with certain terms and conditions as 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 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 Amended Agreement shall become effective. Pursuant to A.R.S. § 9-500.05(D), the 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 Amended Agreement.

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

“Design and install all Bowlin Road street improvements, and design the full traffic signal and intersection related improvements at Bowlin Road and Regent Drive and all street improvements on Regent Drive to the southern boundary of the adjacent Legacy School property as detailed in Exhibit D and within the timelines set forth in Exhibit E for installation by CAC.”

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

“Reimburse City for the costs of the half street improvements to Bowlin Road along the Project's frontage and for the costs and liabilities incurred by the City prior to the date of this Amended Agreement for the half street improvements to Regent Drive, including the intersection signalization, as listed in Exhibit F, provided that CAC shall only be responsible for the cost of the half

street improvements to the south of the centerline of Bowlin Road, and shall not be responsible for the cost of any removal and replacement of pavement or any other costs related to the shift of the Bowlin Road centerline in accordance with the potential expansion of Bowlin Road to a six lane arterial. Install, at its own expense, all the full traffic signal and intersection related improvements at Bowlin Road and Regent Drive and all improvements on Regent Drive to the southern boundary of the adjacent Legacy School property as detailed in Exhibit D. Such reimbursement shall be provided by the CAC to the City within thirty (30) calendar days after being invoiced. All such costs shall be certified by the City Engineer as actual costs due and payable based on City Engineer estimates.”

## 7. SCOPE AND REGULATION OF DEVELOPMENT.

7.01 Paragraph 6.2 of the Agreement is deleted in its entirety, and replaced with the following:

“6.2 Development Plans. Development of any proprietary, commercial or other use that is not for education/campus purposes on the Property shall be consistent with the Property’s amended zoning and Site Review Plan, and shall be governed by the provisions, requirements and restrictions contained in this Agreement and by all Applicable Laws.”

7.02 The following new Paragraph 6.4 is added to Section 6:

“6.4 Dedication, Acceptance and Maintenance of Public Infrastructure Improvements. When CAC has completed installation of the Public Infrastructure Improvements required pursuant to Paragraph 5.b, then upon written request of the City or CAC, CAC shall dedicate and the City shall accept such Public Infrastructure Improvements in accordance with the Applicable Laws and upon such reasonable and customary conditions as the City may impose, including without limitation a one (1) year workmanship and materials contractor’s warranty. Upon acceptance by the City, the Public Infrastructure Improvements installed by CAC shall become property of the City; the City shall be solely responsible for all subsequent maintenance, replacement or repairs. With respect to any claims arising prior to acceptance by the City of the Public Infrastructure Improvements installed by CAC, CAC shall bear all risk of, and shall indemnify the City and its officials, employees and City Council members, against any claim arising prior to the City’s acceptance of the Public Infrastructure Improvements installed by CAC from any injury (personal, economic or other) or property damage to any person, party or utility, arising from the condition, loss, damage to or failure of any of the Public Infrastructure Improvements installed by CAC, except to the extent caused by the negligence or willful acts or omissions of the City and its officials, employees and City Council members, agents or representatives.

8. NOTICES. Paragraph 11.4.a. of the Agreement 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 P.O. Box 610 Maricopa, Arizona 85139 Telephone: (520) 316-6811 Facsimile: (520) 316-6859
With a copy to:	City of Maricopa Attn: City Attorney P.O. Box 610. Maricopa, Arizona 85139 Telephone: (520) 426-3824 Facsimile: (520) 426-9355
If to CAC:	Central Arizona College Attn: Doris Helmich, Interim President 8470 N. Overfield Road Coolidge, Arizona 85128-9030 Telephone: (520) ____-_____ Facsimile: (520) 494-5234
With a copy to:	Michael Smalley, Esq. Rose Law Group, pc 6613 N. Scottsdale Road, Suite 200 Scottsdale, Arizona 85250 Telephone: (480) 505-3935 Facsimile: (480) 505-3925”

IN WITNESS WHEREOF, the Parties have executed this 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

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By: Doris Helmich  
Its: Interim President

CITY OF MARICOPA, ARIZONA, an Arizona  
municipal corporation

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By: Christian Price  
Its: Mayor

ATTEST:

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

STATE OF ARIZONA        )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Doris Helmich, the Interim President 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:

\_\_\_\_\_

(seal)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Christian Price, the Mayor of City of Maricopa, Arizona, an Arizona municipal corporation, who acknowledged that he signed the foregoing instrument on behalf of City.

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

My Commission Expires:

\_\_\_\_\_

(seal)

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.

\_\_\_\_\_  
Michael Smalley, CAC Attorney

\_\_\_\_\_  
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.

\_\_\_\_\_  
Denis Fitzgibbons, City Attorney

\_\_\_\_\_  
Date