

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
FACILITY USE AND DEVELOPMENT PROCESSING
BETWEEN PEORIA UNIFIED SCHOOL DISTRICT NO. 11
AND CITY OF PEORIA

I. PARTIES

This Amendment to Intergovernmental Agreement (City Contract No. LCON 02822) is entered into pursuant to A.R.S. §11-951, et seq., between the following entities for the joint exercise of their powers:

PEORIA UNIFIED SCHOOL DISTRICT NO. 11,
a political subdivision of the State of Arizona
(hereinafter, "the District")

and

CITY OF PEORIA,
an Arizona municipal corporation
(hereinafter, "the City")

(individually, "a Party" and collectively, "the Parties").

II. STATUTORY AUTHORITY

The Parties to this Agreement are empowered to carry on activities included in this Agreement pursuant to:

A.R.S. § 11-951 et seq. A.R.S. § 11-952, A.R.S. §
15-342 (13), A.R.S. § 15-364, A.R.S. § 34-461 and PEORIA CITY
CHARTER, ARTICLE I, Sec. 3

III. RECITALS

- A. WHEREAS the Parties hereto entered into various Intergovernmental Agreements over time addressing many areas of joint cooperation.
- B. WHEREAS, the City and District serve citizens and further the public interest by permitting common use of their facilities, personnel, equipment and services in order to minimize expense to their common citizens, improve service delivery, and provide enhanced resources to the community for the benefit of their common citizens.
- C. WHEREAS, the City and District may enter into agreements for the construction, development, cooperative maintenance, operation and use of various facilities including, but not limited to, multipurpose rooms, classrooms, stage areas, fields, parks, swimming pools, structures and other recreational facilities (collectively referred to herein as the "Facilities") on property owned or operated by each other.

- D. WHEREAS, the parties entered into an Intergovernmental Agreement dated May 12, 2022 (City Contract No. LCON 02822) that covers joint use of each party's respective Facilities.
- E. WHEREAS, it is the desire of the City to continue to provide development review, inspection, and permitting services to the District at no charge, excepting Out of Pocket Costs and Mandatory Charges, for new and existing facilities in exchange for the use of District Facilities as described herein.
- F. WHEREAS, the City and the District intend for this Agreement to cover the Facilities identified in Addendums, which the parties agreed may be amended from time to time as necessary.
- G. WHEREAS, the parties desire to enter into this Amendment for purposes of adding an additional Addendum to the Agreement.

IV. ADDENDUM D

The Agreement is amended by adding an Addendum D, which is attached to this Amendment.

V. EFFECTIVE DATE

The Addendum attached shall be in effect for services from the date of [DATE] and shall be in effect for the duration of the Agreement.

VI. TERM

By this Amendment, the parties agree to extend the term of the Agreement for another year. The Agreement will be effective through May 12, 2025.

VII. All other terms and conditions of the Agreement that are not inconsistent with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties enter into this Amendment on this _____ day of _____, 2024.

CITY OF PEORIA

PEORIA UNIFIED SCHOOL DISTRICT

By: _____
Its: City Manager

By: _____
Its: Superintendent

ATTEST:

Agnes Goodwine, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

This Agreement has been reviewed by the Office of the City Attorney as legal counsel for the City of Peoria, that has determined that the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Peoria.

DATED this _____ day of _____ 2024.

OFFICE OF THE CITY ATTORNEY

Emily Jurmu, Esq.
8401 West Monroe
Peoria, Arizona 85345

INTERGOVERNMENTAL AGREEMENT DETERMINATION

This Agreement has been reviewed by Cantelme & Brown, P.L.C. as legal counsel for the Peoria Unified School District No. 11, who have determined the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the Peoria Unified School District No. 11.

Clyde R. Dangerfield, Esq.

Dated this _____ day of _____ 2024.

ADDENDUM D