

THIRD AMENDMENT TO AGREEMENT
City Contract No. 2011-447A3

This Third Amendment to Joint Use Agreement – Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Prescott, Arizona (“City”) and Yavapai County Community College District (“College”).

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

Whereas on February 3, 2015, the City and College executed the First Amendment granting public access of the College’s recently renovated tennis courts, and incorporated Attachment A to this Amendment by adding a new paragraph 7 and renumbering paragraphs 7, 8, and 9 to be 8, 9, and 10, and;

Whereas on May 19, 2016, the City and College executed the Second Amendment to extend the Agreement for an additional five (5) year period from May 24, 2016, through May 23, 2021, and allow for one (1) additional five (5) year term, and;

Whereas, the City and College each desire to amend language to Paragraph 5 addressing rental conditions for the College’s Performing Arts Center, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY COLLEGE AND CITY THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. Paragraph 5 is updated with amended language specifying rental conditions of the College’s Performing Arts Center that is contained in the italicized portion of Paragraph 5 contained in revised Exhibit “A” to this Third Amendment, which is attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS THIRD AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR CITY OF PRESCOTT:

FOR YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT:

By: _____
Hon. Harry Oberg

By: _____
Dr. Patricia McCarver

Title: Mayor

Title: District Governing Board Chair

Date: _____

Date: _____

ATTEST FOR CITY:

ATTEST FOR COLLEGE:

Dana R. DeLong,
City Clerk

Karen Jones,
Executive Assistant

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. §11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within powers and authority granted under the laws of the State of Arizona.

Jon M. Paladini

Name:

City Attorney for City of Prescott

Attorney for Yavapai College

Date: _____

Date: _____