

**ADDENDUM NO. 3 TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
TEMPE ELEMENTARY SCHOOL DISTRICT NO. 3 OF MARICOPA COUNTY
AND THE CITY OF TEMPE
TO CONSTRUCT AND OPERATE THE NORTH TEMPE
MULTIGENERATIONAL CENTER ON TEMPE SCHOOL DISTRICT LAND
(LAIRD ELEMENTARY SCHOOL)
(C2004-266c)**

This Addendum No. 3 (“Addendum”) to that certain Intergovernmental Agreement made and entered into by and between Tempe Elementary School District No. 3 of Maricopa County, a duly organized school district under the laws of Arizona (“District”) and the City of Tempe, an Arizona municipal corporation (“City”), hereby amends the agreement between the parties dated on or about December 15, 2004, as amended by the first addendum dated November 19, 2014 and the second addendum (collectively the “Agreement”) for the operation of the North Tempe Multigenerational Center.

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the District and the City as follows:

1. Pursuant to Section 4 of the Agreement, District and City herewith confirm their mutual agreement to renew this Agreement for the operation of the North Tempe Multigenerational Center and thereby extend the term of Agreement to extend the term of the Agreement until June 15, 2017.

2. Section 3.5 of the Agreement is amended by suspending the requirement for the District to make an Annual Payment for the term of this Addendum.

3. Section 3.9 of the Agreement is amended by replacing the current section in its entirety and replacing it with the following: “Tempe will have sole responsibility

for landscape maintenance of the Center grounds, which includes repair and maintenance of all aspects related to landscape maintenance through a contract service of Tempe's choice. The District shall pay Tempe \$12,000 annually for this service, which payment will be payable pursuant to the same terms outlined in this Section 3 for the Annual Payment, even though an Annual Payment is not required for the term of this Addendum.”

4. All other provisions of the Agreement where not inconsistent with this Addendum shall continue to remain the agreement of the parties hereto. Any term capitalized in this Addendum shall have the same meaning as set forth in the Agreement unless defined herein.

[SIGNATURE PAGE TO FOLLOW]

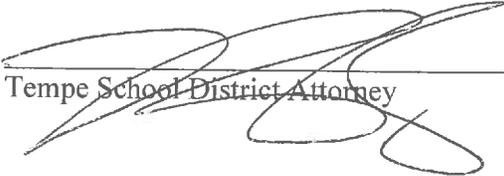
TEMPE ELEMENTARY SCHOOL DISTRICT NO. 3 OF MARICOPA COUNTY

By: Rochelle L. Wells
Board President

Dated: August 3, 2016

APPROVAL OF TEMPE SCHOOL DISTRICT NO. 3 ATTORNEY

In accordance with A.R.S. §11-952, 15-342(13) and 15-1142, the undersigned attorney acknowledges that (i) s/he has reviewed the above Agreement on behalf of the Tempe School District No. 3 and (ii) as to the Tempe School District No. 3 only, has determined that this Agreement is in proper form and within the powers and authority granted to the Tempe School District No. 3 under the laws of the State of Arizona.


Tempe School District Attorney

8-9-16
Date

CITY OF TEMPE

By: _____
Mark W. Mitchell, Mayor

Dated: _____

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVAL OF CITY ATTORNEY

In accordance with A.R.S. §11-952 and Section 1.03 of the Tempe City Charter, the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the City of Tempe and (ii) as to the City of Tempe only, has determined that this Agreement is in proper form and within the powers and authority granted to the City of Tempe under the laws of the State of Arizona.

Judith R. Baumann, City Attorney

Date