

**AMENDMENT NO. 2
INTERGOVERNMENTAL AGREEMENT
BETWEEN LAKE HAVASU CITY AND
THE LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
FOR THE JOINT USE OF
PUBLICLY OWNED FACILITIES AND EQUIPMENT**

This Amendment No. 2 to Intergovernmental Agreement ("Amendment") by and between Lake Havasu City, an Arizona municipal corporation ("City") and the Lake Havasu Unified School District No. 1, a school district of the State of Arizona ("District"), each referred to individually as "Party" or collectively as "Parties," is effective as of February 1, 2025, and authorized under A.R.S. §§ 11-951 through 11-954, 15-342, 15-364, and 15-1105, for the joint exercise of powers.

RECITALS

The Parties entered into an Intergovernmental Agreement for the Joint Use of Publicly Owned Facilities and Equipment commencing July 1, 2014 ("Agreement") and Amendment No. 1 to the Agreement effective January 1, 2018. Amendments to the Agreement are necessary at this time. District agrees to re-claim ownership and maintenance responsibilities for detached restrooms located at Oro Grande, Nautilus, Havasupai, Smoketree, and Starline Elementary Schools, and at the Daytona property, in addition to all parking lots on District property. City agrees to pay for expenses related to the development and maintenance of fields and related space located on District property to be used for City programs or City sponsored programs for the community.

AMENDMENT

1. Section 2, Joint Use of Recreational and Educational Facilities, is amended as follows:

2. JOINT USE OF RECREATIONAL AND EDUCATIONAL FACILITIES

2.1 The Parties agree to establish a joint facilities asset pool ("asset pool"), to consist of appropriate facilities currently owned or acquired by the Parties, to be administered for the public benefit to maximize use of facilities by each Party. The Parties agree to maintain asset pool facilities in compliance with current codes and policies as may be amended from time to time.

A. City asset pool facilities include: Aquatic Community Center (excluding the Swimming Pool Facilities); City Parks; Multipurpose Areas; and Island Ball Field.

B. District asset pool facilities include: Classrooms; Multipurpose and Gymnasium Areas; Food Service Building; All Outdoor Athletic Facilities and Elementary Fields; Performing Arts Center; and District Transportation.

2.2 When City uses District's Outdoor Athletic Facilities and Elementary Fields for City programs or programs administered through the City by community user groups, City agrees to maintain those facilities and fields during the times of use. Maintenance includes aerating of fields, filling in holes, dragging fields, lining fields, and additional watering. City agrees to open, close, stock, and clean the District restrooms used by City under this Section.

2.3 City, through its Parks and Recreation Department, agrees to schedule the use of all asset pool facilities, with the exception of the High School Gymnasium, High School Fields, and the Performing Arts Center. The City agrees to provide District with the calendar of scheduled use and provide timely notices of any changes. The use of any asset pool facility by a Party in the execution or operation of its

respective programs will be without charge to the other party, except as otherwise stated in this Agreement, provided that each Party is responsible to provide necessary, supervision and instruction. District facilities may be leased by any person, group, or organization for recreational, educational, political, economic, artistic, moral, scientific, social, or other civic purpose in the interest of the community per District's Facility Use Manual and District Policy. Each Party reserves the right to review and have first right of cancellation of events, if deemed necessary.

2.4 District activities have priority in the use of District asset pool facilities. City activities have priority in the use of City asset pool facilities. Every effort will be made by the Parties to schedule and notice activities as far in advance as possible. The Parties agree to designate a representative for this Agreement and only those designated representatives, or the District Superintendent and City Manager, may approve a change to a previously calendared use. The offices of the District Superintendent and the City Manager agree to address and resolve differences that are not resolved between the designated representatives.


A. The City's designated representative is the Parks and Recreation Director.

B. The District's designated representative is the Director of Business Services.

3. All other provisions of the Agreement not amended by this Amendment No. 2 remain in full force and effect and the Agreement is hereby expressly approved, ratified, and confirmed by the parties.
4. This Amendment No. 2 may be executed in multiple counterparts, including facsimile, email, or other electronic means, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

5. SIGNATURES

Lake Havasu Unified School District No.1:



David Rose, Board President

Date: 2/13/2025

ATTEST: 

Board Secretary

Approved as to Form:

Attorney for District

Lake Havasu City:

Cal Sheehy, Mayor

Date: _____
(printed name)

ATTEST: _____
Kelly Williams, City Clerk

Approved as to Form:

Kelly Garry, City Attorney