

# **Amendment to the Intergovernmental Agreement between the City of Mesa and Salt River Project Agricultural Improvement and Power District**

By this Amendment to the Intergovernmental Agreement for the Photovoltaic Demonstration Project by Salt River Project at East Mesa Library Expansion ("Amendment"), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, the CITY OF MESA, a municipal corporation duly organized and existing under the laws of the State of Arizona ("MESA") and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, ("SRP") confirm and agree as follows:

## **1. RECITALS:**

1.1 Mesa and SRP entered into the Intergovernmental Agreement for the Photovoltaic Demonstration Project at East Mesa Library Expansion dated May 6<sup>th</sup>, 2002 (the "Agreement").

1.2 The Agreement provided that SRP would install a Photovoltaic Covered Parking System consisting of the Equipment, the Data Acquisition System, the Parking Structure and the Curved Canopy (the "Facilities") for demonstration purposes at the East Mesa Regional Library located at 635 North Power Road in Mesa, Arizona (the "Site"). In consideration of Mesa hosting the Project, allowing the Facilities to be located at the Site and wheeling the electricity generated by the Project over its distribution system to SRP's grid, Mesa received covered parking spaces for use by its customers at the Site, all in accordance with the terms and conditions of the Agreement. The Agreement was set to expire, by its own terms, on or about April 30<sup>th</sup>, 2014.

1.3 The parties desire to amend the Agreement to extend the term of for an additional ten (10) years. The Agreement shall expire on April 30<sup>th</sup> 2024. SRP will continue to own and maintain the Facilities and will continue to keep the Renewable Energy Credits associated with the Facilities during the extended term.

## **2. AGREEMENT**

2.1 Section 9.1 of the Agreement is hereby amended to read as follows:

9.1 The Project shall terminate twenty (20) years after the Completion Date, on April 30<sup>th</sup>, 2024.

2.2 Section 9.3 is hereby amended to read as follows:

9.3 Either Party may terminate the Project in accordance with Section 9.4 upon thirty (30) days written notice to the other.

2.3 Section 9.4 of the Agreement is hereby amended to read as follows:

9.4 If after 30 day advance notification of termination of the Project in accordance with Section 9.3, or upon the termination of the Project in accordance with Section 9.1 Mesa requests, in writing within thirty (30) days, that SRP remove all or any part of the Facilities, SRP shall, within six (6) months after such notice is given, remove those Facilities requested by Mesa, and upon SRP's notification to Mesa that it has completed removal of the Facilities requested by Mesa, ownership of the Facilities that Mesa has not requested SRP to remove shall automatically transfer to Mesa. All removal work performed by SRP pursuant to this Section 9.4 shall be done at SRP's expense. SRP will work with Mesa to ensure the Site is left in a professional manner and up to current building and electrical code.

3. **NO OTHER MODIFICATIONS.**

3.1 Except as expressly set forth herein, all terms and provisions of the Agreement shall continue in full force and effect and shall remain unaffected and unchanged

3.2 Capitalized terms used in this Amendment that are not defined herein shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date set forth above:

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CITY OF MESA,  
A municipal corporation

By

\_\_\_\_\_

Its

\_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER  
DISTRICT, an agricultural  
improvement district  
By

\_\_\_\_\_

Its

\_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Mesa City Attorney's Office

\_\_\_\_\_  
Attorney for SRP



