

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF TEMPE  
AND  
THE ARIZONA BOARD OF REGENTS  
ON BEHALF OF  
ARIZONA STATE UNIVERSITY  
FOR SHARING OF TELECOMMUNICATIONS SERVICES**

**C2015-120**

This Intergovernmental Telecommunications Services Sharing Agreement ("*Sharing Agreement*") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "*Effective Date*"), by and between the City of Tempe, a municipal corporation duly organized and existing under the laws of the State of Arizona ("*Tempe*") and the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("*ASU*") (the "*Parties*").

**RECITALS**

- A. Effective as of August 14, 2003, the Parties entered into that certain Intergovernmental Agreement between Arizona Board of Regents for and on behalf of Arizona State University and City of Tempe for Sharing of Telecommunications Services, C2003-150, (the "*2003 Sharing Agreement*") and Supplemental Agreement No. 1, whereby Tempe and ASU agreed to share certain telecommunications facilities and services.
- B. In August of 2012, the Parties entered into Supplemental Agreement No. 2, C2003-150A.
- C. The 2003 Sharing Agreement and both Supplemental Agreements expired August 27, 2013; however, the Parties wish to continue the sharing arrangement consistent with the terms and conditions of this new Sharing Agreement and the new agreements set forth as Supplements 1 and 2 executed simultaneously with and attached to this Sharing Agreement (the "*New SSS Agreements*").
- D. Tempe has the power to execute intergovernmental agreements pursuant to A.R.S. § 11-951 et seq. and Tempe City Charter § 1.03.
- E. ASU has the power to execute intergovernmental agreements pursuant to A.R.S. § 11-952.
- F. Tempe owns and has excess capacity in certain buried conduit and fiber optic cable between ASU, City facilities, and some downtown buildings ("*Facilities*").
- G. ASU acts as an Internet Service Provider ("*ISP*") providing bi-directional data services to and from Tempe's main computer center and the Internet ("*Services*").
- H. ASU desires to use the Facilities for interconnecting remote ASU campuses.
- I. Tempe desires to use ISP Services provided by ASU.
- J. Tempe and ASU are agreeable to continue sharing the use of Services and Facilities under the terms and conditions set forth in this Sharing Agreement and the New SSS Agreements.

AGREEMENT

The Parties agree as follows:

1. **Shared Facilities and Service Sharing.** Upon the execution and delivery of this Sharing Agreement, the Parties will enter into the New SSS Agreements as well. In addition, the Parties, from time to time, may enter into additional Site-Specific Supplemental Agreements in form and content similar to the New SSS Agreements to share additional Facilities and Services. Each of these additional Site-Specific Supplemental Agreements shall make reference to this Sharing Agreement and shall be attached as supplements to this Sharing Agreement, which are made a part of this Sharing Agreement. The Parties will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be in a person other than one of the Parties. Upon execution of this Sharing Agreement, the Mayor and City Council of Tempe authorize the City Manager to sign other documents, amendments or SSS agreements to this Sharing Agreement as may be necessary to effectuate this Sharing Agreement and further authorize said City Manager to act upon any other matters not presently contemplated but which may arise and require Tempe's action in order to effectuate the purpose of this Agreement.
2. **Consulting Fees.** Any consulting fees incurred by either Party with respect to any services provided under this Sharing Agreement shall be paid by the Party employing the consultant.
3. **Frequency Protection.** If the Parties agree to share locations for wireless antennas and related equipment, the responsibility for resolving interference problems shall be specified in the Site-Specific Supplemental Agreement.
4. **Use Approval Procedure.** Reciprocal use by one Party of another Party's Facilities and/or Services shall be subject to the following conditions:
  - 4.1. The Party requesting the use of the Facility or Service ("*Requesting Party*") shall submit a site installation plan to the telecommunications section of the Party who owns the Facility or Service ("*Owner Party*") and obtain written approval from that section prior to installation.
  - 4.2. The Requesting Party shall bear the cost of purchasing, installing and maintaining the equipment necessary to complete the installation and shall establish and maintain a budget according to its own rules and regulations.
  - 4.3. The Owner Party shall take reasonable precautions to protect the Requesting Party's equipment.
5. **Reciprocal Use, Rights, and Obligations.**
  - 5.1. Prior to, during, and after installation, as appropriate, each Party shall have its equipment examined by the Owner Party to detect any potential cause of interference at the telecommunications site. Transmitters shall employ isolators, circulators, resonant cavities and other devices to reduce interference as state-of-the-art and good engineering practices dictate.
  - 5.2. Each Party shall be responsible for obtaining and maintaining any licenses required by the Federal Communications Commission or any other governmental entity or agent for that Party's telecommunication equipment.

- 5.3. Private vendor(s) on contract shall be escorted at all times by an employee of the Party contracting with the vendor when working at any telecommunications site.
6. **Term.** The term of this Sharing Agreement shall be 5 years from the Effective Date.
7. **Option to Extend.** This Sharing Agreement may be renewed for one additional 5-year term upon the written approval of each Party.
8. **Termination.** The Parties may terminate this Sharing Agreement and/or any Site Specific Supplemental Agreement upon mutual written agreement. Unless mutually terminated as provided for in the previous sentence, the Party owning the affected Facility or Service may terminate any Site-Specific Supplemental Agreement at any time by giving no fewer than 180 days written notice to the other Party. The Party not owning the affected Facility or Service may terminate any Site Specific Supplemental Agreement at any time by giving no fewer than 90 days written notice to the other Party. Either Party may terminate this Sharing Agreement at any time by giving no fewer than 180 days written notice to the other Party. If this Sharing Agreement is terminated, all Site-Specific Supplemental Agreements shall terminate at the same time, automatically.
9. **Removal of Equipment.** Equipment shall be removed or left in place and the Facility restored as specified in the applicable Site-Specific Supplemental Agreement.
10. **Nondiscrimination.** The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
11. **Transactional Conflicts of Interest.** Each Party acknowledges that this Sharing Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
12. **Records.** To the extent required by A.R.S. § 35-214, the Parties will retain all books, accounts, reports, files and other records relating to this Sharing Agreement and to make such records available at all reasonable times for inspection and audit by the City or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of this Sharing Agreement. The records will be provided at a location designated by the requesting Party on reasonable notice to the record-owning Party.
13. **Failure of Legislature to appropriate.** In accordance with A.R.S. § 35-154, if ASU's performance under this Sharing Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU will provide written notice of this to Tempe and can cancel this Sharing Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
14. **Weapons, Explosive Devices and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the

control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781 (Section 12-781 of the Arizona Revised Statutes) or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Tempe to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Tempe ("*Entity Notification Parties*") of this policy is a condition and requirement of this Sharing Agreement. Tempe further agrees to enforce this contractual requirement against all Entity Notification Parties.

15. **Indemnity.** Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (collectively known as "*Claims*"), arising out of the bodily injury of any person, death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the other Party as caused by the act, omission, negligence, misconduct, or fault of that Party, including its officers, officials, agents, employees or volunteers.
16. **Insurance Requirement.** Each Party shall maintain adequate insurance, either as self-insurance or with companies lawfully authorized to do business in the state of Arizona, to cover any liability that may arise out of the activities contemplated by this Sharing Agreement and its indemnity obligations as required herein.
17. **Tobacco-Free University.** Per ASU policy, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. For details visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree).
18. **Americans with Disabilities Act and Rehabilitation Act.** Tempe will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.
19. **Notice.** All notices and communications required or permitted under this Sharing Agreement shall be in writing and shall be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications shall be sent to the addresses set forth below or to such other address as the Parties may specify in the same manner:

**If intended for the City of Tempe:**  
Information Technology Department  
Deputy Internal Services Manager for IT  
120 E. 5<sup>th</sup> Street  
Tempe, AZ 85281

**If intended for ASU:**  
ASU Network Communications Services  
Senior Director, NetCom  
Arizona State University  
University Services Building  
1551 S. Rural Road  
Tempe, AZ 85287

Notices, if delivered, and if provided in the manner set forth above, shall be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any Party may be given by legal counsel for such Party.

20. **Modification.** Any amendment or modification of this Sharing Agreement shall be in writing and shall be effective only after signature of both the Parties. In the event of any conflict in the provisions of this Sharing Agreement and any Site-Specific Supplemental Agreement, the provisions of the Site-Specific Supplemental Agreement shall control.
21. **Independent Contractors.** Each Party is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. The personnel of each Party will not for any purpose be considered employees or agents of the other Party. Each Party assumes full responsibility for the actions of its personnel while performing under this Sharing Agreement and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
22. **Governing Law.** This Sharing Agreement will be governed by the laws of the State of Arizona without giving effect to conflicts of law principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents.
23. **Waiver.** No waiver, whether written or tacit, of any remedy or provision of this Sharing Agreement shall be deemed to constitute a waiver of any other provision hereof nor a permanent waiver of the provision concerned, unless otherwise stated in writing by the Party to be bound.
24. **Severability.** This Sharing Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. The term found invalid will be ineffective without invalidating the remaining terms and provisions of this Sharing Agreement.
25. **Dispute Resolution.** In the event of a dispute between the Parties to this Sharing Agreement regarding a provision of this Sharing Agreement, a Party's performance of its obligations as stated in this Sharing Agreement or any other matter governed by the terms of this Sharing Agreement, the Parties will meet in good faith to attempt to resolve the dispute. If the Parties fail to resolve the dispute, then the Parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing Parties, the disputing Parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing Parties. If the dispute is not resolved within a reasonable time, the disputing Parties shall be free to use other remedies available to them to resolve the dispute including arbitration to the extent required by A.R.S § 12-1518 and A.R.S. § 12-133.

[SIGNATURE PAGE FOLLOWS]

**INTERGOVERNMENTAL SHARING AGREEMENT  
THE CITY OF TEMPE/ABOR/ASU**

**C2015-120**

IN WITNESS WHEREOF, the Parties have executed this Sharing Agreement to be effective as of the Effective Date. Each person signing below on behalf of a Party represents that s/he has full right, power, and is duly authorized to sign and deliver this Sharing Agreement on behalf of such Party.

THE ARIZONA BOARD OF REGENTS  
acting for and on behalf of  
ARIZONA STATE UNIVERSITY

CITY OF TEMPE  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Mark W. Mitchell

Title: \_\_\_\_\_

Title: Mayor

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed: Brigitta M. Kuiper

Title: City Clerk

Date Signed: \_\_\_\_\_

In accordance with A.R.S. § 11-952, this Sharing Agreement has been reviewed by the undersigned attorney who has determined that this Sharing Agreement is in proper form and within the powers and authority granted to the Arizona Board of Regents under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952, this Sharing Agreement has been reviewed by the undersigned attorney who has determined that this Sharing 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.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Judith R. Baumann, City Attorney

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachments:**

- Supplement 1 (Footbridge to Brickyard)
- Supplement 2 (Tempe Main to Centerpoint)

**SUPPLEMENTAL SITE-SPECIFIC AGREEMENT NO. 1  
(FOOTBRIDGE TO BRICKYARD)  
TO INTERGOVERNMENTAL TELECOMMUNICATIONS SERVICES  
SHARING AGREEMENT  
C2015-120A**

Pursuant to the Intergovernmental Telecommunications Services Sharing Agreement (the "*Sharing Agreement*") entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, the Arizona Board of Regents, for an on behalf of Arizona State University ("*ASU*") and City of Tempe ("*Tempe*") enter into this Site-Specific Supplemental Agreement ("*Supplement 1*") to the Sharing Agreement.

1. **Facility.** The site-specific Facility being addressed by this Supplement 1 is a 1¼-inch Fiber Optic Conduit running from the footbridge located at 452 E. University to the Brickyard Building located at 700 S. Mill Avenue (the "*Conduit System*"). Tempe grants ASU permission to use, free of charge, an existing Tempe-owned conduit for the installation of fiber optic cable as specified in Section 4, Fiber Installation.
2. **Facilities Ownership.**
  - 2.1. Tempe is the owner of the Facility. Any access to the Conduit System for purposes of installation or repair requires the pre-approval of Tempe. If the Sharing Agreement or this Supplement 1 is ever terminated, ASU shall be responsible to remove all of its fiber optic cable and to restore the property to its pre-existing condition.
  - 2.2. Any fiber optic cable installed by ASU within the Conduit System shall be the property of ASU. ASU is solely responsible for any repair or maintenance required to such fiber optic cable. ASU is responsible for all costs for installation of the fiber optic cable system including, but not limited to, required building penetrations, additional interdict, vaults or sleeves, and pull tape.
  - 2.3. Tempe will continue to provide maintenance and repair to the Conduit System and all associated vaults and manholes.
3. **Services.** In return for the use of the above-specified Facility, ASU agrees to provide high-speed Internet access for Tempe through ASU's network facilities free of charge. Access will be rate-limited at no less than 10 Megabits per second ("*Mbps*") and will cap at 15 Mbps for the term of this Sharing Agreement. There shall be no other restrictions placed on the use of this service.
4. **Fiber Installation.** Under the terms of the 2003 Sharing Agreement, ASU installed a 24-strand Terrabit Speed single-mode armored fiber and 1200 lb. pull tape inside one 1¼-inch conduit within Tempe's 4-inch buried Conduit System. At the time of installation, and as a condition of the 2003 Sharing Agreement, ASU also pulled in a 12-strand single mode armored fiber for Tempe use.
5. **Equipment Removal.** ASU shall remove all University-owned materials, including its fiber optic cable from Tempe property and return the property to its pre-existing condition upon termination by either Party of this Supplement or the Sharing Agreement.
6. **Maintenance.** Communications equipment and fiber optic cable installed within the system shall be maintained by the owner of the equipment. Tempe shall provide 24/7/365 access to the site by ASU personnel for maintenance activities. Preventive and corrective maintenance performed by either Party that may affect the other Party's equipment or network systems shall be coordinated between the Parties prior to the start of work.

7. **Term.** The term of this Supplement 1 shall be coterminous with the underlying Sharing Agreement.
8. **Option to Extend.** Parties shall have the option to extend this site-specific agreement for one additional 5-year term under the same terms and conditions as stated in this Supplement 1, the underlying Sharing Agreement, and any intervening amendments thereof.
9. **Termination.** Tempe may terminate this Supplement 1 or use of the Facility at any time by giving no less than 180 days written notice to ASU. ASU may terminate this Supplement 1 at any time by giving no less than 180 days written notice to Tempe. Unless sooner terminated, this Supplement 1 and any extensions hereof shall automatically terminate upon termination of the Sharing Agreement.

[SIGNATURE PAGE FOLLOWS]

**SUPPLEMENT 1  
(FOOTBRIDGE TO BRICKYARD)**

**C2015-120A**

IN WITNESS WHEREOF, the Parties have executed this Supplement 1 on the dates indicated below. The individual below on behalf of each Party hereby represents and warrants that s/he has full right, power, and is duly authorized to execute and deliver this Supplement 1 on behalf of such Party and that this Supplement 1 is binding upon such Party in accordance with its terms.

THE ARIZONA BOARD OF REGENTS  
acting for and on behalf of  
ARIZONA STATE UNIVERSITY

CITY OF TEMPE  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Mark W. Mitchell

Title: \_\_\_\_\_

Title: Mayor

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed: Brigitta M. Kuiper

Title: City Clerk

Date Signed: \_\_\_\_\_

In accordance with A.R.S. § 11-952, this Supplement has been reviewed by the undersigned attorney who has determined that this Supplement is in proper form and within the powers and authority granted to the Arizona Board of Regents under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952, this Supplement has been reviewed by the undersigned attorney who has determined that this Supplement is in proper form and within the powers and authority granted to the City of Tempe under the laws of the State of Arizona.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Judith R. Baumann

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**SUPPLEMENTAL SITE-SPECIFIC AGREEMENT NO. 2  
(TEMPE MAIN TO CENTERPOINT)  
TO INTERGOVERNMENTAL TELECOMMUNICATIONS SERVICES  
SHARING AGREEMENT**

**C2015-120B**

Pursuant to the Intergovernmental Telecommunications Services Sharing Agreement (the “*Sharing Agreement*”) entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, the Arizona Board of Regents, for an on behalf of Arizona State University (“*ASU*”) and City of Tempe (“*Tempe*”) enter into this Site-Specific Supplemental Agreement (“*Supplement 2*”) to the Sharing Agreement.

1. **Fiber System and Facility Use.** “*Fiber System*” is defined for purposes of this Supplement 2 to mean an existing 12-strand system of Tempe-owned fiber running from Tempe Main, located at 31 E. 5<sup>th</sup> Street (City Hall) to the ASU Centerpoint building located at 660 S. Mill Avenue. “*Facility*” means 2 fiber optic stands within the Fiber System. Tempe grants ASU the right to exclusively use the Facility for the purpose of extending ASU’s facilities as specified in Section 1 of Supplement 1 to the underlying Sharing Agreement.
2. **Ownership, Maintenance Costs.**
  - 2.1. Tempe is the owner of the Fiber System. Any modification to the Fiber System by ASU for purposes of installation or repair requires the pre-approval of Tempe, which approval shall not be unreasonably withheld or delayed. If the Sharing Agreement or this Supplement is ever terminated, ASU shall be required to abandon the Fiber System and restore the property to its pre-existing condition.
  - 2.2. Any fiber optic jumper cables or electronics installed by ASU to be used in the extension of the Fiber System or Facility shall be the property of ASU. Any repair or maintenance required to such fiber optic cable or electronics shall be the sole responsibility of ASU. ASU shall be responsible for all costs for any such extension of the Facility including, but not limited to, required building penetrations, additional interdict, patch panels, vaults or sleeves, fiber jumpers, and any electronics.
  - 2.3. Tempe agrees to continue to provide maintenance and repair to the Fiber System and all associated vaults, conduits and manholes.
3. **Services.**
  - 3.1. In return for the use of the above-specified Facility, ASU agrees to increase the capacity for high-speed Internet access for Tempe through ASU’s network facilities free of charge. The access rate limit shall increase to be no less than 100 Megabits per second (“*Mbps*”) and will cap at 150 Mbps for the term of the Sharing Agreement. There shall be no other restrictions placed on the use of this service.
  - 3.2. Under this Sharing Agreement, ASU shall also provide Tempe reasonable continued use of and access to the telecommunications closet (room 36A) located on the first floor of the 660 S. Mill building. The sole purpose of this use and access will be for the maintenance of the Fiber System. ASU will allow Tempe’s Fiber System to enter and exit the building free of charge. If for any reason the Tempe-owned Fiber System entering and exiting the 660 S. Mill building needs to be disturbed or relocated due to ASU’s operations or maintenance, ASU will

immediately notify Tempe and give Tempe no less than 90 days to make arrangements for the relocation.

4. **Equipment Removal.** Tempe shall remove all Tempe-owned materials including its fiber optic cable from ASU property and return the property to its pre-existing condition upon termination by either Party of this Supplement 2 or the Sharing Agreement.
5. **Maintenance.** Communications equipment and fiber optic cable connected to the Fiber System shall be maintained by the owner of the equipment. ASU shall grant Tempe 24/7/365 access to the telecommunications closet located at 660 S. Mill, as specified in Section 3, by way of security card, subject to reasonable limitations. Preventive and corrective maintenance performed by either Party that may affect the other Party's equipment or network systems shall be coordinated between the Parties prior to the start of work. Tempe shall contact the ASU Helpdesk prior to making access to the building and the closet.
6. **Term.** The term of this Supplement 2 shall be coterminous with the underlying Sharing Agreement.
7. **Termination.** Tempe may terminate this Supplement 2 or use of the Facility at any time by giving no less than 180 days written notice to ASU. ASU may terminate this Supplement 2, the provision of any services, and the grant of any right to use or access ASU property at any time by giving no less than 180 days written notice to Tempe. Unless sooner terminated, this Supplement 2 and any extensions hereof shall automatically terminate upon termination of the Sharing Agreement.

[SIGNATURE PAGE FOLLOWS]

**SUPPLEMENT NO. 2  
(TEMPE MAIN TO CENTERPOINT)**

**C2015-120B**

IN WITNESS WHEREOF, the Parties have executed this Supplement 2 on the dates indicated below. The individual below on behalf of each Party hereby represents and warrants that s/he has full right, power, and is duly authorized to execute and deliver this Supplement 2 on behalf of such Party and that this Supplement 2 is binding upon such Party in accordance with its terms.

THE ARIZONA BOARD OF REGENTS  
acting for and on behalf of  
ARIZONA STATE UNIVERSITY

CITY OF TEMPE  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Mark W. Mitchell

Title: \_\_\_\_\_

Title: Mayor

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed: Brigitta M. Kuiper

Title: City Clerk

Date Signed: \_\_\_\_\_

In accordance with A.R.S. § 11-952, this Supplement has been reviewed by the undersigned attorney who has determined that this Supplement is in proper form and within the powers and authority granted to the Arizona Board of Regents under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952, this Supplement has been reviewed by the undersigned attorney who has determined that this Supplement is in proper form and within the powers and authority granted to the City of Tempe under the laws of the State of Arizona.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Judith R. Baumann

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_