

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY, ARIZONA  
AND  
THE ARIZONA BOARD OF REGENTS  
C. 20-12-017-M-DD**

This Intergovernmental Agreement ("IGA") is between the County of Maricopa, a political subdivision of the State of Arizona ("County") and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"). The Effective Date of this Agreement is the date that it is approved by the Maricopa County Board of Supervisors.

**Recitals**

A. This IGA is authorized by A.R.S. §§ 11-251, 11-952, 15-1625.B, and 48-4202.F.

B. ASU has requested that the County organize a university athletic facilities district ("District") pursuant to the provisions of A.R.S. Title 48, Chapter 26 (the "Act"). The County has determined that the public convenience, necessity, and welfare will be promoted by organizing the District, and thus has organized the District pursuant to Resolution No. C-20-12-017-M-00

C. The purpose of this IGA is to identify the Board of Directors for the District as required by A.R.S. § 48-4202.F and to establish such other parameters for the District as deemed appropriate by the County and ASU.

NOW, THEREFORE, in consideration of the mutual promises contained in this IGA, and for the mutual benefits to result therefrom, the County and ASU agree as follows:

**Agreement**

1. District Board of Directors.

a. Composition of Board. The District Board of Directors ("Board") shall consist of seven (7) voting members. The County shall appoint two (2) members, who may be current members of the County Board of Supervisors or their designees. ASU shall appoint four (4) members, who may be the persons holding the following titles or such other persons as may be designated by the ASU President: (i) ASU's Senior Vice President & General Counsel (or any successor in title); (ii) ASU's Executive Vice President, Treasurer and Chief Financial Officer (or any successor in title); (iii) ASU's Senior Associate Vice President for Finance and Deputy Treasurer (or any successor in title); and (iv) the Chief Operating Officer of Sun Devil Athletics (or any successor in title). The seventh member shall initially be appointed by ASU (the "Independent Member"), after which the Board will make the appointments of the Independent Member for the term defined herein. The chair of the Board shall be elected from among the four (4) members appointed by ASU, not including the Independent Member.

b. Term of Board Service. Each of the two (2) Board members who are appointed by the County Board of Supervisors shall serve for a term of two (2) years, at which time the County Board of Supervisors shall reappoint one or both such members or appoint new members. The Independent Member also shall serve for a term of two (2) years. After the initial Independent Member serves his/her initial term, the Board shall either reappoint such member or appoint a new member to serve as the Independent Member. The remaining Board members shall serve for so long as they hold the ASU position named above or for as long as the ASU President designates.

c. Treasurer. The County Treasurer or his/her designee is designated *ex officio* as the Treasurer of the District. ASU agrees that it will pay all costs directly incurred by the County in connection with the service of the County Treasurer or his/her designee as the Treasurer of the District.

2. Powers of the District Board. The District Board shall have all of the powers granted to it pursuant to the Act, as such powers exist on the date of this IGA. If the powers permitted to be exercised by a district established under A.R.S. § 48-4202.C are expanded after the date of this IGA, then the Board shall not make use of such expanded powers without the express permission of both the County and ASU. The Board shall adopt bylaws for the orderly management, operation, and conduct of the Board. The bylaws may include, but is not limited to, composition of the Board, eligibility, terms, duties of board members, officers, committee formation, quorum, meeting schedule, or any other matter or topic deemed relevant by the Board. These bylaws may be amended, from time to time, as the Board deems necessary.

3. Cost of District Formation. ASU agrees that it will pay all costs incurred by the County in connection with establishing the District. The County will provide to ASU an itemized invoice detailing the costs incurred by it, and ASU will pay such invoice within thirty (30) days of receipt.

4. General.

a. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect and shall be binding upon the parties.

b. Waivers. No waiver, amendment or modification of this IGA shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this IGA by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this IGA.

c. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Cancellation for Nonappropriations. The parties recognize that performance by ASU depends upon appropriation of funds by the State Legislature of Arizona. If the Legislature fails to appropriate the necessary funds, or if ASU's appropriation is reduced during the fiscal year, ASU agrees to use other legally available funds to perform its obligations hereunder or reduce the scope of this IGA if appropriate.

e. Conflict of Interest. This IGA is subject to the provisions of A.R.S. § 38-511. Either party may cancel this IGA if any person significantly involved in initiating, negotiating, drafting, securing or creating this IGA for or on behalf of one party is, at any time while this IGA or any extension thereof is in effect, an employee or agent of the other party to this IGA in any capacity or a consultant to any other party with respect to the subject matter of this IGA.

f. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this IGA or the breach thereof, the parties hereto shall use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Pursuant to A.R.S. § 12-1518, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this IGA if required by A.R.S. § 12-133.

g. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

h. News Release. The County may not use the name of ASU in news releases, publicity, advertising, or other promotion, without the prior written consent of ASU, except for documents used for internal consumption by the County.

i. Service Marks and Trademarks. Neither party shall use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark.

j. Term. The term of this IGA shall commence on the Effective Date. This IGA shall remain in effect for so long as the District validly exists.

IN WITNESS WHEREOF, the parties hereto have executed this IGA to be effective as of the Effective Date.

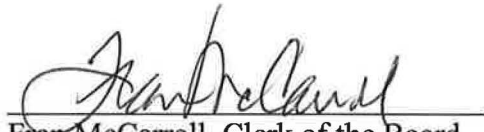
**FOR AND ON BEHALF OF MARICOPA COUNTY:**

  
Andy Kunasek, Chairman  
Board of Supervisors


NOV 15 2011

Date

Attested to:


  
Fran McCarroll, Clerk of the Board  
11021

Pursuant to A.R.S. § 11-952, legal counsel has determined that this Intergovernmental Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona.

  
Attorney for Maricopa County

Nov 14 2011  
Date

**ARIZONA BOARD OF REGENTS, FOR AND ON BELHALF OF ARIZONA STATE UNIVERSITY:**

  
By: \_\_\_\_\_  
Name: Margie Olsen  
Title: Executive VP, Treasurer & CFO

Pursuant to A.R.S. § 11-952, legal counsel has determined that this Intergovernmental Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona.

  
Lisa Loo, Deputy General Counsel  
Arizona State University

11/17/11  
Date