

**THIRD AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT FOR CRIME ANALYSIS  
BETWEEN CITY OF MESA AND ARIZONA BOARD OF REGENTS**

This Third Amendment to Intergovernmental Agreement (“Third Amendment”) is entered into this 15<sup>th</sup> day of August, 2024, by and between the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), an institution of higher learning established by the laws of the State of Arizona, and the City of Mesa, an Arizona municipal corporation (“Sponsor”). The parties to this Agreement may be referred to collectively as the “parties” and individually as a “party”.

RECITALS:

- A. On September 12, 2022 ASU and Sponsor entered into an Intergovernmental Agreement (“Agreement”) related to crime analysis for the Mesa Police Department.
- B. On August 29, 2023, ASU and Sponsor entered into a First Amendment extending the period of performance by one year until August 30, 2024.
- C. On March 18, 2024, ASU and Sponsor entered into a Second Amendment extending the period of performance and increasing the compensation provided by Sponsor to ASU.
- C. The parties desire to amend the Agreement again to extend the period of performance and increase the compensation provided by Sponsor to ASU.

TERMS AND CONDITIONS:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and agreements of the parties, the parties agree to amend the Agreement as follows:

- 1. The following tenth paragraph of page one of the Agreement shall be amended as follows (**bold** reflects additions, ~~strikethrough~~ reflects struck language):

“PERIOD OF PERFORMANCE. This Agreement will begin on September 1, 2022 and will terminate on ~~August 30, 2024~~ **June 30, 2025**. This Agreement may be modified or extended at any time by mutual written consent of both Parties.”

- 2. The following eleventh paragraph of page one of the Agreement shall be amended as follows (**bold** reflects additions, ~~strikethrough~~ reflects struck language):

**“COMPENSATION.** Compensation will be on a cost reimbursable basis. Sponsor will reimburse ASU in an amount not to exceed ~~\$342,228~~ \$597,257 for ASU's Work hereunder. Sponsor will remit not less than twenty five (25%) of the total contract price upon execution by both Parties of this Agreement, which ASU may hold as a reserve. Sponsor acknowledges and agrees that ASU is not obligated to commence Work until ASU has received this initial payment (“Advance”) in the amount of \$54,307. The balance of the contract price due under this Agreement will be paid upon receipt of invoices from ASU issued monthly for the duration of the period of performance up to the contract value less the reserve.”

2. All other terms and conditions of the Agreement shall remain unchanged, and in full force and effect.
3. **Severability.** In the event any term or provision of this Third Amendment is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and this Third Amendment shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.
4. **Governing Law, Venue, and Jurisdiction.** This Third Amendment shall be governed by the laws of Arizona. A party shall bring any action related to a dispute arising out of this Third Amendment in a court of appropriate venue and jurisdiction in Maricopa County, State of Arizona.
5. **Incorporation of Recitals & Exhibits.** The recitals set forth herein and the attached exhibit(s) are acknowledged by the parties to be true and correct and are incorporated herein by this reference.
6. **Effect of Amendment.** In the event of any inconsistencies between this Third Amendment and the IGA, as amended, the terms of the IGA shall govern. Any terms not defined in this Third Amendment shall have the same meaning as used in the IGA. The IGA, as amended, is hereby reinstated, ratified, and affirmed by the Parties and shall remain in full force and effect.
7. **Counterparts:** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties enter into this Third Amendment on the date first set forth above.

ARIZONA BOARD OF REGENTS,  
FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY

CITY OF MESA



08/15/24

Date

Christopher J. Brady  
City Manager

Date

#### INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Arizona Revised Statutes § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Third Amendment with the Agreement on behalf of their respective clients; and (2) that, as to their respective client only, each attorney has determined that this Third Amendment with the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of General Counsel      Date  
Arizona State University

\_\_\_\_\_  
Geoffrey Balon      Date  
Police Legal Advisor