

# CITY CLERK ORIGINAL

C-6389  
04/22/2008

City of Glendale No. \_\_\_\_\_  
City of Scottsdale No. 2008-073-COS

## INTERGOVERNMENTAL AGREEMENT

### AMONG THE CITIES OF AVONDALE, CHANDLER, GLENDALE, AND SCOTTSDALE RELATING TO JOINT REPRESENTATION IN SETTLEMENT EFFORTS RELATING TO THE WATER RIGHTS CLAIMS OF THE WHITE MOUNTAIN APACHE TRIBE

This Intergovernmental Agreement is made to be effective the 17 day of March, 2008, among the Cities of Avondale, Chandler, Glendale, and Scottsdale, municipal corporations, hereafter collectively referred to as the "Cities."

Whereas, joint projects among the Cities allow the Cities to maximize their effectiveness and minimize their costs; and

Whereas, settlement activities are currently ongoing relating to the White Mountain Apache Tribe's water rights claims and the Cities agree that they want joint legal representation to assist them with these settlement efforts, which will require an initial budget of \$120,000 for this representation.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Intergovernmental Agreement, the Cities agree as follows:

1. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the Cities relating to joint funding for outside legal counsel to represent the Cities in settlement activities relating to the White Mountain Apache Tribe's water rights claims.

2. Subject to the terms of this Intergovernmental Agreement and the contract negotiated with outside counsel, the Cities agree to share in the costs of joint legal representation by outside counsel in settlement activities relating to the White Mountain Apache Tribe's water rights claims. Unless terminated or extended as provided within the contract negotiated with outside counsel, the term of this Contract shall expire upon the latest of the dates at which: 1) a settlement agreement as to the quantification of the water rights of the White Mountain Apache Tribe and the Cities of Avondale, Chandler, Glendale and Scottsdale ("Settlement Agreement") becomes enforceable; and 2) the effective date of any other agreements that are exhibits to that Settlement Agreement, and to which any or all of the Cities of Avondale, Chandler, Glendale or Scottsdale are parties. Should any appeals(s) be filed challenging the adjudication court's or courts' orders(s), decree or decrees approving the Settlement, this Contract shall be extended until the final determination of any and all such appeals. The total expense of joint representation shall not exceed \$120,000, including all expenses of any description. The Cities agree to share the total cost of joint representation on a one-fourth basis. Costs shall be allocated as follows:

		<u>%</u>		<u>\$</u>
Avondale		25%		\$30,000
Chandler	=	25%	=	\$30,000

Glendale	=	25%	=	\$30,000
Scottsdale	=	25%	=	\$30,000
	=	100%	=	\$120,000

3. Pursuant to the Contract among the Cities and the law firm of Engelman Berger, P.C. ("Contract"), each of the Cities shall pay directly outside legal counsel its per capita share of the total costs of joint representation in response to monthly bills from outside counsel.

4. Subject to the Contract and the provisions of the Supreme Court's Rules of Professional Responsibility for Attorneys, each of the Cities agrees to cooperate in good faith with the other Cities in an effort to make the joint representation a success.

5. This Intergovernmental Agreement may be cancelled pursuant to A.R.S. § 38-511.

6. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representatives of all Cities and upon delivery of a fully executed original to each of the Cities.

7. This Intergovernmental Agreement shall be extended or terminated in accordance with the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement to be effective the date first written above.

ATTEST:

CITY OF AVONDALE

\_\_\_\_\_

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

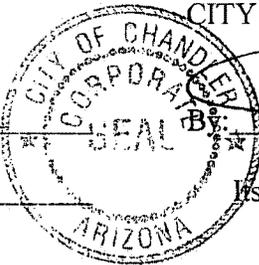
Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF CHANDLER

*Marla Poddach*  
\_\_\_\_\_



*[Signature]*  
\_\_\_\_\_

Its: *City Clerk*

Its: *MAYOR*

ATTEST:

CITY OF GLENDALE

*Ronnie Hansen*  
\_\_\_\_\_

By: *Ed Berry*  
\_\_\_\_\_

Its: *City Clerk*

Its: *City Manager*

Glendale	=	25%	=	\$30,000
Scottsdale	=	25%	=	\$30,000
	=	100%	=	\$120,000

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ATTEST:

CITY OF AVONDALE

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF CHANDLER

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF GLENDALE

\_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Chandler	=	25%	=	\$30,000
Glendale	=	25%	=	\$30,000
Scottsdale	=	25%	=	\$30,000
	=	100%	=	\$120,000

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ATTEST:

Leila M. Farris

Its: City Clerk

CITY OF AVONDALE

By: Charles P. McClend

Its: City Manager

ATTEST:

\_\_\_\_\_

Its: \_\_\_\_\_

CITY OF CHANDLER

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

Its: \_\_\_\_\_

ATTEST:

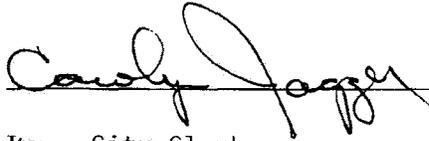
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CITY OF GLENDALE

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

ATTEST:

CITY OF SCOTTSDALE

  
\_\_\_\_\_

Its: City Clerk

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

Its: Mayor

**DETERMINATION OF LEGAL COUNSEL**

The foregoing Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.

\_\_\_\_\_  
Avondale City Attorney

\_\_\_\_\_  
Chandler City Attorney

\_\_\_\_\_  
Glendale City Attorney

  
\_\_\_\_\_  
Scottsdale City Attorney

ATTEST:

CITY OF SCOTTSDALE

\_\_\_\_\_

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

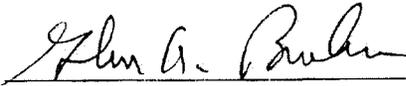
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Its: \_\_\_\_\_

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\_\_\_\_\_  
Avondale City Attorney

  
\_\_\_\_\_  
Chandler City Attorney

  
\_\_\_\_\_  
Glendale City Attorney

\_\_\_\_\_  
Scottsdale City Attorney

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CITY OF SCOTTSDALE

\_\_\_\_\_

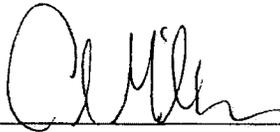
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Its: \_\_\_\_\_

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\_\_\_\_\_

Avondale City Attorney

\_\_\_\_\_

Chandler City Attorney

\_\_\_\_\_

Glendale City Attorney

\_\_\_\_\_

Scottsdale City Attorney