

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 1st day of July, 2012, 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 prefer joint legal representation to assist them with these settlement efforts;

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 ("IGA") 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 IGA and the Contract for Legal Services ("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. The term of this IGA shall expire upon the latest of the dates on 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/or 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 IGA shall be extended until the final determination of any and all such appeals. The Cities agree to share the total cost of joint representation on a one-fourth basis. Costs shall be allocated as follows:

		%
Avondale		25%
Chandler	=	25%
Glendale	=	25%
Scottsdale	=	25%
All Cities	=	100%

3. Pursuant to the Contract among the Cities and the law firm of Engelman Berger, P.C., 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 IGA may be cancelled pursuant to A.R.S. § 38-511.

6. This IGA shall become effective upon approval and execution by the authorized representatives of all the Cities. The City Attorney for each City is authorized to execute the Contract for Legal Services and any renewals thereof.

7. Any property, tangible, intangible, personal, real or mixed which may be acquired under the terms of this IGA will, upon partial or complete termination of the IGA, be disposed of in equal pro-rata shares among the Cities.

8. The provisions of this IGA are severable. If any portion or portions of this Agreement are declared to be unlawful or void in a final court of competent jurisdiction, the remaining portions of this IGA which survive any such determination shall remain valid and enforceable according to their terms.

9. This IGA may be executed in counterparts, each of which may contain fewer than all signatures but all of which, together, shall constitute a single instrument.

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

[Signatures on following pages]

ATTEST:

CITY OF AVONDALE

Carmen Martinez
Its: City Clerk

By: Charles P. McLeod
Its: City Manager

DETERMINATION OF LEGAL COUNSEL

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Avondale.

[Signature]
Avondale City Attorney

ATTEST:

CITY OF CHANDLER

Marla Padlock
Its: City Clerk

By: *Jay Anthony*
Its: Mayor

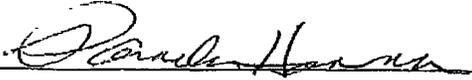
DETERMINATION OF LEGAL COUNSEL

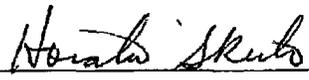
The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Chandler.

Edm G. Bunch
Chandler City Attorney

ATTEST:

CITY OF GLENDALE


Its: City Clerk

By: 
Its: ACTING CITY MANAGER

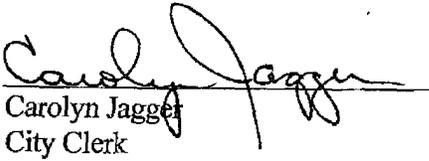
DETERMINATION OF LEGAL COUNSEL

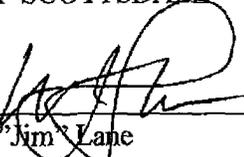
The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Glendale.


Glendale City Attorney

ATTEST:

CITY OF SCOTTSDALE

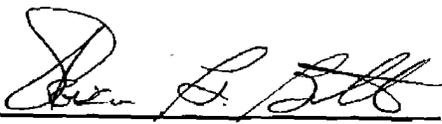
By: 
Carolyn Jagger
Its: City Clerk

By: 
W.J. Jim Lane
Its: Mayor

DETERMINATION OF LEGAL COUNSEL

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Scottsdale.

Scottsdale City Attorney


By: Steven Bennett, Deputy City Attorney



Bruce Washburn
City Attorney's Office

3939 N. Drinkwater Blvd.
Scottsdale, AZ 85254

PHONE 480-312-2405
FAX 480-312-2548
WEB www.ScottsdaleAZ.gov

December 11, 2012

Amapola Arreola
Avondale City Clerk's Office
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

RE: 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
City of Scottsdale Contract No. 2008-073-COS-A2

Dear Ms. Arreola:

Pursuant to your conversation today with my secretary, Carol, please find enclosed a signed signature page for the above-referenced IGA. In addition, you have agreed and will return and send to my attention today the original of Avondale's signature page.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven B. Bennett".

Steven B. Bennett
Deputy City Attorney

SBB/caa
Encls.



Chandler · Arizona
Where Values Make The Difference

August 2, 2012

Amapola Arreola
City of Avondale
City Clerk's Office
11465 W. Civic Center Drive, #200
Avondale, Arizona 85323

RE: Intergovernmental Agreement and Contract for Legal Services Relating to Joint Representation in Settlement Efforts Relating to the Water Rights Claims of the White Mountain Apache Tribe

Dear Ms. Arreola:

In follow-up to your phone conversation this morning with Rose Lissy of this office, I understand our City Clerk's Office forwarded four original, signed signature pages of the above-referenced IGA, which was approved by the Chandler City Council on 7/26/12. These are to be signed by Avondale and forwarded on to the other cities for signature, and the last city will forward a fully executed copy of the IGA to the other three cities.

Along with that, Rose indicated to you that we have five signature pages for the Contract for Legal Services, which is part of this IGA process. Chandler has signed these and we will mail these out to you today to be forwarded to the other parties along with the IGA. We usually send these out with the IGA for signature, but our City Clerk's Office was not aware of this. The Contract also needs to be signed by Mr. Anger, the cities' outside counsel, after all cities have signed. Please ask the last city to forward the five signed pages of the Contract to Mr. Anger for his signature and I understand Mr. Anger will then forward a fully executed copy to all cities.

If you have any questions, please give me a call at 480-782-4644 or Rose at 480-782-4641.

Sincerely,

Cynthia Haglin
Assistant City Attorney

Cc: William Anger, Engelman Berger, PC.
Steve Bennett, Deputy City Attorney, City of Scottsdale
Russell Romney, City Attorney, City of Glendale

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