

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
AND
THE CITY OF GLENDALE**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Salt River Pima-Maricopa Indian Community ("SRPMIC"), a Federally-Recognized Indian Tribe, and the City of Glendale ("Glendale" or "City of Glendale"), an Arizona municipal corporation, pursuant to Section 12 Payment of Regulatory Costs; Tribal Contributions ("Section 12") of the SRPMIC and State of Arizona Gaming Compact 2002 ("Compact") and Article VII, § 1(h) of the SRPMIC Constitution and A.R.S. §5-601.02.

RECITALS

1. The SRPMIC and the City of Glendale may enter into an agreement with one another for the distribution of a portion of 12% of the SRPMIC annual contribution ("Contribution") under Section 12 of the Compact to cities, towns, or counties that benefit the general public or promote commerce and economic development and pursuant to A.R.S. §5-601.02.
2. The SRPMIC is authorized by Article VII, Section 1(h) of the Constitution of SRPMIC to consult, negotiate, contract and conclude and perform agreements with Federal, state, local governments and Indian Tribes, as well as any person, association, partnership, corporation, government or other private entity.
3. The City of Glendale is authorized by A.R.S. § 11-951 through § 11-954 , and the City of Glendale Charter, to enter into agreements for the purpose of accepting distributions to cities for governmental services that benefit the general public.
4. The SRPMIC desires to convey to the City of Glendale a portion of its annual 12% local revenue-sharing contribution ("Contribution") required to be paid to local governments.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the SRPMIC and the City of Glendale hereby mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution(s), as hereinafter defined.

2. Contribution:

\$ 425,000.00 to the City of Glendale Fire Department for the purchase of a fire truck.

\$ 2,442.33 Fighter Country Foundation for programs to support men, women and families of Luke Air Force Base.

3. Payment and Use of Funds.

a. Use of Funds for Purposes Other Than to Fulfill Agreement and Funding Agreement. The City of Glendale shall use the Contribution only for the express purpose contained herein.

b. Inspection and Audit. To ensure compliance with this Agreement, the SRPMIC hereby reserves the right to inspect any and all records maintained by the City of Glendale with respect to this transaction upon seven (7) days prior, written notice to the City of Glendale. The City of Glendale shall allow the SRPMIC reasonable access to the records pertaining thereto. This section shall survive termination, cancellation, or revocations, whether whole or in part, of this Agreement for a period of one (1) year following the date of such termination, cancellation, or revocation.

4. Management of the Project.

a. Disbursing Contributions and Recordkeeping. The City of Glendale shall have responsibility for disbursing the Contributions to the recipients in amounts consistent with this Agreement. Within a reasonable time following receipt of the Contributions from the SRPMIC, the City of Glendale shall distribute the Contributions in accordance with applicable City of Glendale policies and procedures governing the disbursement of funds. The City of Glendale shall keep and maintain records relating to the disbursements and this Agreement.

b. Responsibilities of the City of Glendale Following Disbursement of Contributions. The parties agree that the City of Glendale is merely acting as a conduit for distribution of funds to the recipients that are not departments, agencies or offices of the City of Glendale (“non-City recipients”). Upon distribution of the Contributions to the non-City recipients as specified in Section 2 of this Agreement, the City of Glendale shall have no further responsibility to the SRPMIC with respect to such funds or the use thereof by the non-City recipients. Therefore, upon the City of Glendale’s payment of the Contributions to the non-City recipients as provided in Section 2, the SRPMIC shall release the City of Glendale from any and all claims, demands, debts, liabilities, or obligations that

may arise in the event that the non-City recipients fail for any reason to expend the Contributions in accordance with Section 2. The SRPMIC further agrees that the City of Glendale shall have no obligation to reimburse the SRPMIC the amount of the Contributions for any reason after the City of Glendale disburses the Contributions to the non-City recipients and that the SRPMIC shall look solely to the non-City recipients for repayment of the Contributions in the event the Contributions are not used for the intended purposes.

5. **Notices.** Any notice, communication or modification shall be given in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the SRPMIC:

Diane Enos, President
Salt River Pima-Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, Arizona 85256

For the City of Glendale:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

6. **Transactional Conflict of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
7. **Term and Termination of Agreement.**
 - a. Effective Date. This Agreement shall be effective on the date it is signed by the SRPMIC authorized representative.
 - b. Term. This Agreement shall commence upon the Effective Date and shall terminate when the Contribution has been received and fully disbursed by the City of Glendale, as specified in Section 2 of this Agreement.
8. **Indemnification.**
 - a. Indemnification. Each party (as "Indemnitor") shall indemnify, defend, and hold harmless the other party (as "Indemnitee"), its governing body, officers, departments, employees and agents from and against any and all

suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorneys, consultants and accountant fees or costs and expenses of whatsoever kind and nature (collectively referred to as "Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee resulting from or arising out of the negligence or willful misconduct of the its employees or agents in performing the duties set forth in this Agreement.

- b. Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

9. Interpretation of Agreement.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- b. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.
- c. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.
- d. Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.
- e. Days. Days shall mean calendar days.
- f. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

10. Non-Waiver of Sovereign Immunity. Nothing in this Intergovernmental Agreement shall be construed to waive the Sovereign Immunity of the SRPMIC.

IN WITNESS WHEREOF, the City of Glendale has caused this Intergovernmental Agreement to be approved by the City of Glendale Council, executed by its Mayor and attested to by its City Clerk, pursuant to the above stated powers and authority, and the SRPMIC has caused this Intergovernmental Agreement to be executed by the SRPMIC Council and attested to by its President.

This Agreement is effective upon signature of a duly appointed representative of the Salt River Pima-Maricopa Indian Community.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SALT RIVER
PIMA-MARICOPA INDIAN COMMUNITY,
a Federally Recognized Indian Tribe:

By: Diane Enos

Name: Diane Enos

Its: President

Date: 12/23/13

ATTEST:

Erica Harrier
Name
Tribal Secretary

CITY OF Glendale, an Arizona
Municipal Corporation:

By: Jerry Waters

Name Jerry Waters

Its: Mayor

Date: December 2, 2013

ATTEST:

Pam Hanna
Pam Hanna
City Clerk

APPROVAL OF SRPMIC ATTORNEY

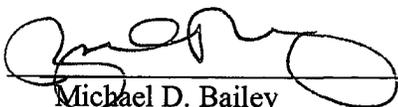
The undersigned attorney acknowledges that s/he has reviewed the above Agreement on behalf of the Salt River Pima-Maricopa Indian Community, and has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the Constitution of the Salt River Pima-Maricopa Indian Community, Article VII, §1(h). This acknowledgement shall not constitute nor be construed as a waiver of the Sovereign Immunity of the Salt River Pima-Maricopa Indian Community.


General Counsel

12/19/13
Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of A.R.S. §11-952(D), the undersigned attorney acknowledges that (i) s/he has reviewed the above Agreement on behalf of the City of Scottsdale and (ii) as to the City of Scottsdale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

By: 
Michael D. Bailey
City Attorney

12/21/13
Date