INTERGOVERNMENTAL AGREEMENT

AMONG THE CITIES OF AVONDALE, CHANDLER, GLENDALE, MESA AND SCOTTSDALE RELATING TO JOINT LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION

This Intergovernmental Agreement ("Agreement") is entered into to be effective July 1, 2019, among the cities of Avondale, Chandler, Glendale, Mesa and Scottsdale (hereinafter the "Cities").

WHEREAS, the Cities are committed to providing the best possible service to their residents for the least possible cost; and

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

WHEREAS, the Gila River General Stream Adjudication is an extremely important legal case that will adjudicate the surface water rights of the Cities in the Gila River watershed; and

WHEREAS, the Cities wish to enter into a Contract for Legal Services as defined below effective as of July 1, 2019.

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

1. The purpose of this Agreement is to identify and define the responsibilities of the parties relating to joint funding for the outside legal counsel to represent the Cities in the proceedings known as the Gila River General Stream Adjudication and the Little Colorado River General Stream Adjudication (collectively, “the Adjudications”), any related special action proceedings, and proceedings involving the Public Trust Doctrine and Arizona streams. In addition, this Agreement authorizes joint funding for outside experts to assist the Cities, if necessary, in responding to any Adjudication activities related to the resolution of the claims for the Gila River Indian Community and to address other issues in the Adjudications as needed.

2. Subject to the terms of this Agreement, and the Contract for Legal Services as amended, the Cities agree to share in the costs of joint legal representation by outside legal counsel
and experts, for the period beginning July 1, 2019 as follows:

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<tr>
<th>CITY</th>
<th>LEGAL FEE</th>
<th>EXPERT FEE</th>
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<tr>
<td>Avondale</td>
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<td>Chandler</td>
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<td>Glendale</td>
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<td>Scottsdale</td>
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3. Pursuant to the contract among the Cities and the law firm of Engelman Berger, P.C. ("Contract for Legal Services"), each of the Cities shall directly pay outside legal counsel its share of the total cost of joint representation and experts in response to monthly bills from outside counsel.

4. Subject to the Contract for Legal Services and subject to 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 Agreement may be canceled pursuant to A. R. S. § 38-511.

6. This Agreement shall become effective upon approval and execution by the authorized representative of all of the Cities.

7. The term of this Agreement shall be until a final decree is entered adjudicating all the Cities' water rights in In Re: The General Adjudication of All Rights to Use Water In the Gila River System and Source (Nos. W-1, W-2, W-3 and W-4 Consolidated). This Agreement may be terminated upon the unanimous written consent of all of the Cities subject to the requirements and obligations of the Contract for Legal Services.

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

9. The provisions of this Agreement 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 portion or portions of this Agreement which survive any such determination shall remain valid and enforceable according to their terms.

10. This Agreement 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 Agreement to be effective as of the date first written above.

ENGELMAN BERGER, P.C.

By:  

William H. Anger  
Title: Partner/Shareholder

[city signatures on following pages]
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 respective public entities he or she represents.

__________________________
Date

__________________________
Michael Wawro
Avondale City Attorney
ATTEST:  

CITY OF CHANDLER  

__________________________  
By:  

City Clerk  

__________________________  
Its:  

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 respective public entities he or she represents.

__________________________  
Date  

__________________________  
Kelly Schwab  
Chandler City Attorney
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 respective public entities he or she represents.

________________________________________
Date

Michael Bailey
Glendale City Attorney
ATTEST:

City Clerk

By:

Its:

CITY OF MESA

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 respective public entities he or she represents.

Date

Jim Smith
Mesa City Attorney
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 respective public entities he or she represents.

________________________________________  ________________________________
Date                                              Bruce Washburn

Scottsdale City Attorney