

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

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Salt River Pima-Maricopa Indian Community (“SRPMIC”), a Federally-Recognized Indian Tribe, and Apache Junction, a political subdivision of the State of Arizona, pursuant to Section 12 Payment of Regulatory Costs; Tribal Contributions (“Section 12”) of the SRPMIC and the 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 Apache Junction 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 the 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 Apache Junction** is authorized by A.R.S. § 11-951 through § 11-954, 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 Apache Junction 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 Apache Junction** 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.** The SRPMIC shall make a one-time payment to the **City of Apache Junction** in the amount of \$50,000.00 be disbursed as follows (the “Contribution”):

\$ 50,000.00 to the **City of Apache Junction** to purchase handheld radio equipment for the Apache Junction Police Department.

Total Disbursement: \$50,000.00

3. **Payment and Use of Funds.**

- a. Use of Funds for Purposes Other Than to Fulfill Agreement. The **City of Apache Junction** 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 Apache Junction** with respect to this transaction upon seven (7) days prior, written notice to **the City of Apache Junction**. The **City of Apache Junction** 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. **City of Apache Junction** 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, **City of Apache Junction** shall distribute the Contributions in accordance with applicable **City of Apache Junction** policies and procedures governing the disbursement of funds. **City of Apache Junction** shall keep and maintain records relating to the disbursements and this Agreement.
- b. Responsibilities of the **City of Apache Junction** Following Disbursement of Contributions. The parties agree that **City of Apache Junction** is merely acting as a conduit for distribution of funds to the recipients that are not departments, agencies or offices of the **City of Apache Junction** (“non-City recipients”). Upon distribution of the Contributions to the non-City recipients as specified in Section 2 of this Agreement, the **City of Apache Junction** shall have no further responsibility to the SRPMIC with respect to such funds or the use thereof by the non-City recipients.

Therefore, upon **City of Apache Junction** 's payment of the contribution to the non-City recipients as provided in Section 2, the SRPMIC shall release **City of Apache Junction** 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 Apache Junction** shall have no obligation to reimburse the SRPMIC the amount of the Contributions for any reason after the Apache Junction 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:

Delbert W. Ray Sr., President
Salt River Pima Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, Arizona 85256

For the Apache Junction:

Mayor Jeff Serdy
300 East Superstition Blvd.
Apache Junction, Arizona 85119

6. **Transactional Conflict of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by **City of Apache Junction** 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 approved by the mayor and city council and 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 Apache Junction** as specified in Section 2 of this Agreement.

- c. Termination. The SRPMIC may terminate this Agreement with or without cause at any time by providing the **City of Apache Junction** five (5) days advance notice in writing. In the event the SRPMIC terminates this Agreement after the **City of Apache Junction** receives the Contribution but before the **City of Apache Junction** has disbursed the Contribution to the recipients, the SRPMIC shall include in the notice of termination specific instructions regarding disposition of the Contributions.

8. Indemnification.

- a. Indemnification. Each party (as “Indemnitor”) shall indemnify, defend, and hold harmless the other party (as “Indemnatee”), 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 Indemnatee result from or arise out of the negligence or willful misconduct of the Indemnitor’s 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 shall constitute 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 or any associated Funding Agreements shall be construed to waive the Sovereign Immunity of the SRPMIC.

IN WITNESS WHEREOF, the **City of Apache Junction** has caused this Intergovernmental Agreement to be approved by the **City of Apache Junction** and executed by its mayor pursuant to the above state 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:

City of Apache Junction,
a subdivision of the State of Arizona:

By: _____

By: _____

Name: _____

Name: Jeff Serdy

Its: _____

Its: Mayor

Date: _____

Date: _____

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

Date

APPROVAL OF CITY LEGAL COUNSEL

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the **City of Apache Junction** and (ii) as to the **City of Apache Junction** 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.

City Legal Counsel

Date