

**CITY CLERK
ORIGINAL**

C-3257-5
02/22/2005

City of Glendale No. _____

City of Peoria No. _____

2003-108 COS A City of Scottsdale No. ~~2003-107A (CLU)~~

2005-002 (CA)

NINTH INTERGOVERNMENTAL AGREEMENT

**AMONG THE CITIES OF CHANDLER, GLENDALE, GOODYEAR,
MESA, PEORIA, AND SCOTTSDALE RELATING TO JOINT
REPRESENTATION IN SETTLEMENT EFFORTS RELATING TO
CENTRAL ARIZONA WATER CONSERVATION DISTRICT V.
UNITED STATES OF AMERICA, ET AL. (NO. CIV 95-625-TUC-WDB)
("CAP LITIGATION")**

This Ninth Intergovernmental Agreement is made to be effective this 22 day of February, 2005, among the Cities of Chandler, Glendale, Goodyear, Mesa, Peoria, 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;

Whereas, the Cities entered into an Intergovernmental Agreement effective December 1, 1995 for joint legal representation in the CAP Litigation ("CAP Litigation IGA");

Whereas, due to developments in the CAP Litigation that were not foreseen when the CAP Litigation was adopted, the Cities entered into an amendment to the CAP Litigation IGA effective June 16, 1997 that raised the limit on litigation costs from \$100,000 to \$150,000 and established a separate fund of \$50,000 to be used for settlement negotiations if they occurred;

Whereas, when intensive settlement activities did occur and necessitated increases in the settlement fund the Cities entered into amendments to the CAP Litigation IGA, including Third, Fourth, Fifth, Sixth, Seventh and Eighth Intergovernmental Agreements relating to the joint representation in settlement efforts relating to the CAP Litigation;

Whereas, settlement activities have continued and the Cities agree that they necessitate an additional \$100,000 in the settlement fund;

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

1. The purpose of this Ninth 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 CAP Litigation and the settlement of the Gila River Indian Community water rights claims which occur after the depletion of the monies in the settlement fund authorized in the eighth IGA.

2. Subject to the terms of this Ninth 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 CAP Litigation and the Gila River Indian

Community's water rights claims which occur after the depletion of the settlement fund authorized in the eighth IGA. Unless terminated or extended as provided within the contract negotiated with outside counsel, the term of the representation by outside counsel shall expire at the conclusion of the CAP litigation or the Enforceability Date of the settlement of the Gila River Indian Community Claims whichever event occurs last. The total expense of joint representation shall not exceed \$100,000, including all expenses of any description. The Cities agree to share the total cost of joint representation on a one-sixth basis. Costs shall be allocated as follows:

		%		\$
Chandler	=	16.666%	=	\$16,666.00
Glendale	=	16.666%	=	\$16,666.00
Goodyear	=	16.666%	=	\$16,666.00
Mesa	=	16.666%	=	\$16,666.00
Peoria	=	16.666%	=	\$16,666.00
Scottsdale	=	16.666%	=	\$16,666.00
	=	99.996%	=	\$99,996.00

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

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

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

ATTEST:



 Its: Manal Paduch City Clerk By: [Signature] Mayor

ATTEST:

Dorinda Hansen

Its: *City Clerk*

CITY OF GLENDALE

By: *Pamela Kawano*

Its: *ASSA City Mgr*

ATTEST:

Its: _____

CITY OF GOODYEAR

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF MESA

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF PEORIA

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF SCOTTSDALE

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF GLENDALE

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF GOODYEAR

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF MESA

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF PEORIA

By: _____

Its: _____

ATTEST:

Candy Jager _____

Its: *City Clerk* _____

CITY OF SCOTTSDALE

By: *Mary Mamon* _____

Its: *Mayor* _____

ATTEST:

Pamela Hansen

Its: *City Clerk*

CITY OF GLENDALE

By: *Pam Kary*

Its: *ASST City Mgr*

ATTEST:

Its: _____

CITY OF GOODYEAR

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF MESA

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF PEORIA

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF SCOTTSDALE

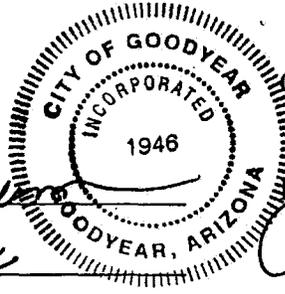
By: _____

Its: _____

Its: _____

By: _____
Its: _____

ATTEST:



CITY OF GOODYEAR

Dee Cochran
Its: *City Clerk*

James McQuinn
Its: *Mayor*

ATTEST:

CITY OF MESA

Its: _____

By: _____
Its: _____

ATTEST:

CITY OF PEORIA

Its: _____

By: _____
Its: _____

ATTEST:

CITY OF SCOTTSDALE

Its: _____

By: _____
Its: _____

ATTEST:

Its: _____

CITY OF GLENDALE

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF GOODYEAR

By: _____

Its: _____

ATTEST:

Bonnie Jones

Its: *City Clerk*



CITY OF MESA

By: *Paul T. [Signature]*

Its: *City Manager*

ATTEST:

Its: _____

CITY OF PEORIA

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF SCOTTSDALE

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF GLENDALE

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF GOODYEAR

By: _____

Its: _____

ATTEST:

Its: _____

CITY OF MESA

By: _____

Its: _____

ATTEST:

Mary Jo Kief

Mary Jo Kief
Its: City Clerk



CITY OF PEORIA

By: *Terrence L. Ellis*

Terrence L. Ellis

Its: City Manager

ATTEST:

Its: _____

CITY OF SCOTTSDALE

By: _____

Its: _____

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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.

Dennis M. O'Neill

Chandler City Attorney

Glendale City Attorney

Goodyear City Attorney

Mesa City Attorney

Peoria City Attorney

Scottsdale City Attorney

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Chandler City Attorney



Glendale City Attorney

Goodyear City Attorney

Mesa City Attorney

Peoria City Attorney

Scottsdale City Attorney

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Chandler City Attorney

Glendale City Attorney

Goodyear City Attorney

Mesa City Attorney

Peoria City Attorney



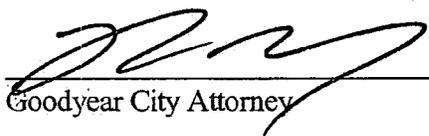
Scottsdale City Attorney

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Glendale City Attorney



Goodyear City Attorney

Mesa City Attorney

Peoria City Attorney

Scottsdale City Attorney

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Glendale City Attorney

Goodyear City Attorney

Charles L. Caly Sr.

Mesa City Attorney

Peoria City Attorney

Scottsdale City Attorney

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