

C2019-029

**Intergovernmental Agreement**

**Between**

**The Town of Fountain Hills and The Fort McDowell Yavapai Nation**

**To**

**Provide Funds for Promoting Public Programs**

**In the Town of Fountain Hills**

**And**

**Surrounding Communities**

**Pursuant To A Tribal Revenue Sharing Agreement**

**Authorized By**

**Section 12 Payment of Regulatory Costs; Tribal Contributions**

**Fort McDowell Yavapai Nation and State of Arizona**

**Gaming Compact 2002,**

**And**

**A.R.S. § 5-601.02**

**Fort McDowell, Arizona**

**Intergovernmental Agreement**  
**Between**  
**The Town of Fountain Hills and The Fort McDowell Yavapai Nation to**  
**Provide Funds for Promoting Public Programs**  
**in the Town of Fountain Hills and Surrounding Communities**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and the Fort McDowell Yavapai Nation (the "Nation"), a Federally-Recognized Indian Tribe, pursuant to Section 12 Payment of Regulatory Costs; Tribal Contributions ("Section 12") of the Fort McDowell Yavapai Nation and State of Arizona Gaming Compact 2002 (the "Compact") and A.R.S. § 5-601.02.

**Recitals**

- A. The Town and Nation may enter into an agreement with one another for the distribution of 12% of the Nation's annual contribution under Section 12(b)(1) 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.
- B. The Nation is authorized by Section 13(A)(15) of Article V, Legislative Branch, of the Constitution of the Fort McDowell Yavapai Nation 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.
- C. The Town is authorized by A.R.S. §§ 5-601.02 and 11-952 to enter into agreements with Indian Tribes for the purpose of accepting distributions to cities, towns or counties for governmental services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development.
- D. The Town and Nation desire to enter into this Agreement to provide funds for the purpose of promoting public programs in the State of Arizona and specifically the Town of Fountain Hills and surrounding communities, as designated by the Nation, hereinafter referred to as the "Designated Entity", as more particularly described in Exhibit A attached hereto and incorporated herein by reference.
- E. The Town and Nation desire to enter into this Agreement to define the terms and conditions of the Nations' funding of the Designated Entity.
- F. The amount of \$5,000.00 is hereby made available for the Designated Entity from revenue generated by the Nation's Gaming Enterprise also known as the Fort McDowell Casino.
- G. The Nation intends to provide \$5,000.00 (the "Funds"), which represents a portion of its contribution pursuant to a Tribal Revenue Sharing Agreement authorized by Section 12 of the Compact and A.R.S. § 5-601.02.

## Agreement

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

1. **Designated Entity.** The Designated Entity(s) is the Town and/or a non-profit entity within the Town of Fountain Hills which operates for the public benefit in the Town of Fountain Hills and surrounding areas, as identified in the attached Exhibit A.
2. **Disbursement of Funds.** After receipt of the Funds from the Nation, the Town shall send a payment to such Designated Entity(s) in the amount of the payment received from the Nation as expeditiously as possible.
3. **Consideration and Reliance.** The Nation expressly acknowledges that the Town's promise to accept and disburse to the Designated Entity all Funds received by the Town pursuant to this Agreement is full and adequate consideration and shall render this promise to provide funding irrevocable, and this Agreement shall constitute a binding obligation of the Nation under applicable law.
4. **Limited Duties of Town.** The Nation further expressly agrees that, except as specifically set forth in this Agreement, the Town has no duties under or related to this Agreement other than to receive the Funds and deliver same to the Designated Entity; selection of Designated Entity and determination as to the amount of funding are solely at the discretion of the Nation. The Parties agree that there are no third-party beneficiaries to this Agreement.
5. **Financing; Verification of Payment.**
  - A. *Nation Deposit.* The Nation shall deposit with the Town the amount of \$5,000.00 within thirty (30) days of the Effective Date of this Agreement to be disbursed according the Designated Project amounts in Exhibit A.
  - B. *Verification of Payment.* At the request of the Nation, the Town shall provide a verification of payment to the Designated Entity. The Town's responsibility is limited to disbursement to each Designated Entity and the Town has no further duty with regard to third party, provided that the disbursement is complete.
6. **Inspection and Audit.** To ensure compliance with the Town's limited duties herein, the Nation may inspect any and all records maintained by the Town with respect to the Project upon seven (7) days prior, written notice to the Town. This Section 6 shall survive termination, cancellation, or revocation, whether whole or in part, of this Agreement for a period of one (1) year following the date of such termination, cancellation, or revocation.
7. **Term and Termination of Agreement.**
  - A. *Effective Date.* This Agreement shall be effective on the date it is signed by the Nation's authorized representative.
  - B. *Term.* This Agreement shall commence upon the Effective Date and shall terminate when the funds have been received by the Town and disbursed to the Designated Entity.