

**THIRD AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

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

This Third Amendment (“Third Amendment”) to the Intergovernmental Agreement among the cities of Avondale, Chandler, Glendale, Mesa, and Scottsdale with an Effective Date of July 1, 2019, as amended by the First Amendment to Intergovernmental Agreement with an Effective date of July 1, 2020, as amended by the Second Amendment to Intergovernmental Agreement with an Effective date of October 1, 2020 (collectively, the “Original Agreement”) is entered into to be effective November 1, 2025, among the cities of Avondale, Glendale, Mesa, Scottsdale and Tempe, and the Town of Gilbert (hereinafter the “Cities”).

WHEREAS, the Town of Gilbert desires to become a party to the Original Agreement as amended by this Third Amendment; 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;

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

1. The foregoing Recitals are true and correct and incorporated herein by this reference.

2. The purpose of this Third Amendment is to include the Town of Gilbert as a party to the Original Agreement and 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 Third Amendment 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.

3. The Cities desire to continue with the Contract for Legal Services (as defined below) as amended with the Town of Gilbert.

4. Subject to the terms of this Third Amendment, and the Contract for Legal Services (as defined below) as amended, the Cities agree to share equally in the costs of joint legal representation by outside legal counsel and experts, for the period beginning November 1, 2025, which share is as follows:

CITY	LEGAL FEE %	EXPERT FEE %
Avondale	16.67%	16.67%
Gilbert	16.67%	16.67%
Glendale	16.67%	16.67%
Mesa	16.67%	16.67%
Scottsdale	16.67%	16.67%
Tempe	16.67%	16.67%
Totals:	100.0000%	100.0000%

5. 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.

6. 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.

7. The Original Agreement as amended by this Third Amendment may be canceled pursuant to A. R. S. § 38-511.

8. This Third Amendment shall become effective upon approval and execution by the authorized representative of each of the Cities.

9. The term of the Original Agreement as amended by this Third Amendment 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). The Original Agreement as amended by this Third Amendment 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.

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

11. The provisions of the Original Agreement as amended by this Third Amendment are severable. If any portion or portions of the Original Agreement as amended by this Third Amendment are declared to be unlawful or void in a final court of competent jurisdiction, the remaining portion or portions of the Original Agreement which survive any such determination shall remain valid and enforceable according to their terms.

12. All provisions of the Original Agreement shall remain in full force and effect except as amended by this Second Amendment.

13. This Third Amendment 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 Third Amendment to be effective as of November 1, 2025.

ENGELMAN BERGER, P.C.

By: _____
Michael P. Rolland

Title: Partner/Shareholder

[City signatures on following pages]

ATTEST:

CITY OF AVONDALE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment 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

Nicholle Harris
Avondale City Attorney

ATTEST:

TOWN OF GILBERT

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment 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

Christopher Payne
Town of Gilbert, Town Attorney

ATTEST:

CITY OF GLENDALE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment 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 OF MESA

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment 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

ATTEST:

CITY OF SCOTTSDALE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment 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

Luis E. Santaella
Scottsdale City Attorney

ATTEST:

CITY OF TEMPE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment 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

Eric C. Anderson
Tempe City Attorney