

**AGREEMENT
BETWEEN
CITY OF MESA AND DONOR
FOR CONTRIBUTION TO CITY**

This agreement between the City of Mesa, an Arizona municipal corporation, on behalf of the idea Museum at 150 W. Pepper Place, Mesa, Arizona 85201 ("City") and the Gila River Indian Community, a federally recognized Indian Tribe ("Donor"), is dated _____.

RECITALS

- A. The City adopted a Municipal Sponsorship and Marketing Alliance Program Policy ("Policy") for conducting fundraising activities in support of existing and new City facilities, projects, programs, and services.
- B. During a recent campaign drive, Donor offered a contribution consisting of \$500,000 to support the City, its facilities, projects, programs, and services; specifically, to support the idea Museum.
- C. Such contributions may be accepted in exchange for Naming Rights to an existing structure or space.
- D. Donor has offered to provide the \$500,000 contribution in exchange for Naming Rights to the imagination Gallery inside of the idea Museum, as described in this agreement.
- E. The City Council of the City of Mesa finds that the contribution will provide significant benefits to the City and desires to accept the contribution and recognize the Donor for its generous support.
- F. In recognition of the foregoing, the City and Donor hereby enter into this agreement to allow for the acceptance of the contribution upon the terms and conditions of this agreement.

AGREEMENT

- 1. Contribution. The Donor's offer of a \$500,000 contribution is hereby accepted by the City.

IMPORTANT DISCLAIMER: The City does not provide legal advice to donors or any third parties, nor review and approve any forms of wills, trust documents, or other contribution documents, as part of its fundraising drives. A financial or tax advisor should also be consulted to assess any tax treatment or savings.

- 2. Recognition. In grateful recognition of Donor's generosity, the City will name the location with the proposed name as specified below:

The imagination Gallery in the idea Museum at 150 W. Pepper Place, Mesa, Arizona 85201

(description of existing building/room/geographic area)

Gila River Indian Community Imagination Gallery

(proposed name of building/room/geographic area)

and will provide signage as generally described and depicted in Exhibit B.

3. Naming Rights. Any contribution provided in exchange for naming rights of a program, staff position, facility, space, or land shall be subject to receipt of the contribution funds. The City reserves the right to remove any name granted in consideration of a contribution that is not substantially fulfilled and for which no schedule of payment can be arranged.

4. Length of Naming Rights. The Naming Right will last for the useful life of the Gallery and when the time arrives that the physical space must be substantially renovated or replaced, the Naming Rights will terminate, though not before a period of less than 10 years.

4. Payment of Contribution. The timing of payment will occur as set forth on Exhibit A. Any contribution, donation, or gift of funds pledged to the City in accordance with this agreement shall constitute an irrevocable gift that will be paid in accordance with these terms and any separate written agreement executed by the parties, as applicable. No refunds will be provided except as otherwise specified in this agreement or policy.

5. Accepted Forms of Payment. Payments shall be paid via cash, check, electronic funds transfer, stocks or securities, or other methods acceptable to the Donor and the City. Donations of real property, endowments, or bequests are not permitted pursuant to this agreement. This agreement is intended to be used solely for contribution of funds and Naming Rights and not transfers of real property.

6. Reciprocal Obligations. This agreement is intended to establish terms for contributions of funds and Naming Rights where no reciprocal commercial benefit or obligation is given or expected. Any obligations of the City beyond the terms of this agreement must be agreed upon by the City by separate written agreement.

7. Signage. All costs of signage, sign design, or other costs directly related to Naming Rights will be paid through the contribution. Any future changes requested by the Donor (e.g., following a name change) will be evaluated by the City on a case-by-case basis, and if approved, with the costs remaining the sole responsibility of the Donor.

8. Ownership of Facilities, Buildings, and Programs. Nothing in this agreement shall constitute a conveyance of ownership, title, or other legal right to City facilities, buildings, or programs.

9. Acknowledgements. In consideration for the contribution, the City may acknowledge such in its discretion through its website, social media, press releases, or other means deemed appropriate by the City.

10. Modification of Naming Rights. If the City facility or building where the Naming Right is granted is closed, destroyed, or severely damaged such that closure is expected to last more than one year, then any Naming Right granted by this agreement will cease. In such an event, the Donor, if available, and in consultation with and as mutually agreed by the City, may have another available and equivalent facility named after the Donor in the City's sole and absolute discretion.
11. Denial; Termination. The City may deny any contribution or Naming Rights and terminate this agreement and any rights and benefits herein, for violation of the City's Policy governing Restrictions on Municipal Sponsorships, Marketing Alliances, and Naming Rights. Upon any such termination of this agreement, the City shall have no further obligation or liability to Donor and shall not be required to return any portion of the funds already paid. The City may, however, in its sole and absolute discretion, determine an alternative recognition for any portion of the funds already received.
12. Conflict of Interest. This agreement may be cancelled pursuant to A.R.S. § 38-511, as amended, the terms of which are incorporated herein by reference.
13. Assignment. This agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
14. Public Records. Donor acknowledges that the City is subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and any documents related to this agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
15. Entire Agreement. This agreement constitutes the entire agreement of the parties regarding the matters referred to in this agreement, and supersedes all prior oral and written agreement, if any, of the parties. This agreement may not be modified or amended except by written agreement executed by both parties.
16. Definitions. Except as otherwise noted, all capitalized words, terms, or phrases herein shall have the meanings noted in the City of Mesa's Municipal Sponsorship, Marketing Alliance, and Naming Rights Policy, which is incorporated in this agreement by reference.
17. Execution of Agreement. By signing this agreement, Donor offers to make the contribution noted on page one. Nothing in this agreement shall become binding on the City until approved by the City Council.
18. Governing Law and Venue. This agreement and all amendments, modifications, alterations, or supplements shall be governed by and construed in accordance with the laws of the State of Arizona. Any legal proceeding brought in connection with disputes relating to or arising out of this agreement will be filed and heard in Maricopa County and each party waives any objection that it might raise to such venue.

19. Approval. This agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each shall be deemed original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first set forth below.

“City”

CITY OF MESA,
an Arizona municipal corporation

City Manager

DATE

ATTEST:

City Clerk

APPROVED AS TO CONTENT:

Illya Riske, Interim Director of Arts and Culture

APPROVED AS TO FORM:

s/Kirstin Dvorchak
Kirstin Dvorchak, Assistant City Attorney:

“Donor”

GILA RIVER INDIAN COMMUNITY,
a federally recognized Indian tribe

By: _____
Name: _____

DATE

Exhibit A

DESCRIPTION OF PLEDGE & BEQUEST

Donor shall pay the City:

- I. \$500,000.00 according to the following schedule:
 - a. \$166,666.66 no later than June 30, 2025;
 - b. \$166,666.67 no later than June 30, 2026; and
 - c. \$166,666.67 no later than June 30, 2027.

For a total monetary contribution the City of \$500,000.00.

Exhibit B

DESCRIPTION /DEPICTION OF SIGNAGE

The City will name the imagination Gallery in the idea Museum, as generally depicted below, the “Gila River Indian Community Imagination Gallery” (the “Naming Right”). The City shall prepare signage for the Gallery and provide Donor with an opportunity for review prior to installation.

