

**INTERGOVERNMENTAL DONATION AGREEMENT
BETWEEN
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY
AND
THE CITY OF SHAKOPEE**

This Intergovernmental Agreement is made this _____ day of _____, 2019, by and between the **Shakopee Mdewakanton Sioux Community**, a sovereign Indian Tribe, federally recognized and organized under the Indian Reorganization Act of 1934, 25 U.S.C. § 476 (hereinafter the “Community”) and the **City of Shakopee**, a municipal corporation in Scott County, Minnesota (hereinafter the “City”).

WHEREAS, the Community has donated to the City funds in the amount of \$100,000; and

WHEREAS, the City has agreed to use up to \$50,000 of the donated funds to complete the necessary cultural and archeological resource evaluations for the construction of an 10’ wide bituminous trail in Memorial Park connecting the Minnesota Valley State Trail and the City trail system as shown on attached Exhibit A; and

WHEREAS, the City has agreed to use the remaining funds for construction of the trail option that minimizes impacts to existing cultural and archeological resources based on the additional evaluations as shown on attached Exhibit A; and

WHEREAS, the Community and the City seek to set forth their understanding relating to said donation and its use.

NOW THEREFORE, for and in consideration of the mutual undertakings, covenants and agreements of the parties herein set forth, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Donation.** The Community has made a cash donation to the City in the amount of \$100,000.
2. **Use of Donation.** The City agrees to use the funds to complete the necessary cultural and archeological resource evaluations, and construct an 10’ wide bituminous trail section in Memorial Park connecting the Minnesota Valley State Trail and the City trail system as shown on attached Exhibit A (the “Project”). The trail shall be constructed in accordance with the City’s trail standards and minimize impacts to cultural and archeological resources. The construction plans and specifications shall include an Inadvertent Discovery Plan. The City further agrees to be solely responsible for the continued maintenance of the trail. The additional resource study work shall be completed in 2019 with final construction completed by the end of 2020.
3. **Refund.** If, upon completion of the Project, the City has not expended all of the donated funds, the City shall refund such excess funds to the Community within 30 days of the completion of the Project. If the City fails to construct the trail, the entire amount shall be reimbursed to the Community without undue delay.

4. **Indemnity.** Except for the donation by the Community for the Project, the Community shall bear no responsibility for the Project and the City hereby agrees to fully defend, indemnify and hold harmless the Community and all of the Community's departments, agencies, officers, agents, and/or employees from all claims, losses, suits, damages, liabilities and expenses of whatever kind or nature, including reasonable attorney's fees, arising out of or resulting in any way from any negligent, reckless or intentional act, error, omission or mistake and/or strict liability of the City, its departments, agencies, officers, agents, employees, contractors and/or anyone for whose acts the City is legally liable and arising out of or relating to the Project or the performance by the City of this Agreement.
5. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Shakopee Mdewakanton Sioux Community

Approved as to form:

By: _____
Charles Vig, Tribal Chairman

By: _____
Attorney for Community

Date: _____

Date: _____

City of Shakopee

By: _____
Bill Mars, Mayor

Date: _____

By: _____
William Reynolds, City Administrator

Date: _____

