

RESOLUTION NO. 2385

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AN INTER-GOVERNMENTAL AGREEMENT WITH THE CITY OF APACHE JUNCTION TO ESTABLISH A PARTNERING ARRANGEMENT FOR APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANTS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.**

**WHEREAS**, the Town of Payson and the City of Apache Junction each are members of the Central Arizona Association of Governments ("CAAG"); and

**WHEREAS**, CAAG is charged with the administration and distribution of funds obtained through the Arizona Department of Commerce for Community Development Block Grants ("CDBG"); and

**WHEREAS**, each year both the Town of Payson and the City of Apache Junction are eligible for participation in the funding/distribution process; the amount of funding available to each community depends upon the number of communities making application for CDBG grant allocations; and

**WHEREAS**, the Town of Payson believes that it is in its best interest to partner with another participating community so that each community may apply in alternating fiscal years for certain CDBG funds, thereby allowing each community to work on larger projects which cannot be considered under normal funding circumstances; and

**WHEREAS**, CAAG has authorized a procedure for alternating funding years,

**NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1. That the Intergovernmental Agreement between the Town of Payson and the City of Apache Junction, attached hereto as Exhibit "A" and incorporated herein by this reference as though set forth in full at this point, be and is hereby approved in substantially the form attached.

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, is hereby authorized to execute said Intergovernmental Agreement in substantially the form attached.

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of such Agreement.

*Prepared by Town of Payson Legal Department*

*SIS:drs June 9, 2008 (4:17PM)*

*C:\MyFiles\Resolutions\2385 IGA with Apache Junction re CDBG.wpd*

JUN 19 2008 G.2\*

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE  
TOWN OF PAYSON this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Silvia Smith, Town Clerk

\_\_\_\_\_  
Samuel I. Streichman, Town Attorney

**Prepared by Town of Payson Legal Department**

*SIS:drs June 9, 2008 (5:03PM)*

*C:\MyFiles\Resolutions\2385 IGA with Apache Junction re CDBG.wpd*

# **EXHIBIT "A"**

to Resolution No. 2385

## **INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND TOWN OF PAYSON**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("Apache Junction") and TOWN OF PAYSON, ARIZONA, an Arizona municipal corporation ("Payson").

### **RECITALS**

WHEREAS, Payson and Apache Junction are members of the Central Arizona Association of Governments ("CAAG"); and

WHEREAS, CAAG is charged with the administration and distribution of funds obtained through the Arizona Department of Housing for Community Development Block Grants ("CDBG"); and

WHEREAS, each year Payson and Apache Junction are eligible for participation in the funding and distribution process and the amount of funding available to each community depends upon the number of communities making application for CDBG allocations; and

WHEREAS, Payson and Apache Junction believe that it is in the best interest of each community to partner with another participating community so that one community can make application in one fiscal year and the other in the next fiscal year, therefore each community will receive larger sums in the year of participation allowing each community to work on larger projects which cannot be considered under normal funding circumstances; and

WHEREAS, CAAG has authorized a procedure for switching funding years in fiscal years 2009-2010; and

WHEREAS, Payson and Apache Junction are empowered to enter into this Intergovernmental Agreement under the provisions of A.R.S. § 11-951, *et seq.*

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below:

- I. **CAAG Submittal:** Pursuant to CAAG rules and regulations and the method of distribution established by CAAG Regional Council, Payson and Apache Junction will submit required documentation to CAAG, together with a copy of this IGA, which will inform CAAG that the parties to this IGA will partner for purposes of funding rounds for fiscal years 2009-2010. Payson and Apache Junction will for each funding year submit a letter of intent or non-intent to CAAG indicating that it is the intent of the parties that Payson will request funding for projects for fiscal year 2009. This will allow Payson to receive double or increased funding for fiscal year 2009 and will allow Apache Junction to receive double or increased funding for fiscal year 2010.
- II. **Term and Risk Acknowledgement:** Payson and Apache Junction acknowledge that there is a possibility of changes in State policy and/or funding in the future and that each assumes said risk knowingly, understanding that funding levels may change during the two (2) year term of this IGA. Payson and Apache Junction further understand that the letter of intent filed in accordance with this IGA is valid for a period of two (2) years and there shall be no authority to withdraw or modify such letter of intent after September 30, 2008.
- III. **Application Compliance:** Payson and Apache Junction shall be fully and solely responsible for compliance with all rules and regulations applicable to the grant applications. Failure to obtain funding or grants as a result of a community's failure to timely file applications for grant funds shall not authorize relief from this IGA. This IGA shall have a term of two (2) years from the date set forth above the Recitals Section.
- IV. **Payment of Fees:** Payson and Apache Junction shall be responsible for payment of any fees charged by CAAG for work performed by CAAG on behalf of that community during the term of this Agreement.
- V. **Authority of Managers/Letter of Intent Deadlines:** The Payson Town Manager and the Apache Junction City Manager are authorized to execute any and all documents required to carry out the intent of this IGA. Each party shall provide to the other party copies of the letter of intent required pursuant to Paragraph 1 prior to September 2, 2008, together with any and all other documentation or records required to carry out the provisions of this IGA.
- VI. **Conflicts of Interest:** The provisions of A.R.S. § 38-511 relating to termination of agreements due to conflicts of interest apply to this IGA.

**VII. Notices: Notices shall be mailed to the parties as follows:**

**City of Apache Junction  
Heather Patel, Program Coordinator  
300 E. Superstition Blvd.  
Apache Junction, Arizona 85219**

**Town of Payson  
Kevin Krogulski, Grants Coordinator  
303 North Beeline Highway  
Payson, Arizona 85541**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.**

**CITY OF APACHE JUNCTION, ARIZONA,  
an Arizona municipal corporation**

\_\_\_\_\_  
**By: John Insalaco**  
**Its: Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kathleen Connelly**  
**City Clerk**

**TOWN OF PAYSON, an Arizona municipal  
corporation**

\_\_\_\_\_  
**By: ~~Bob Edwards~~ KENNY J. EVANS**  
**Its: Mayor**

**ATTEST:**

\_\_\_\_\_  
**Silvia Smith**  
**Town Clerk**

**COUNSEL APPROVAL AS TO FORM:**

**I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.**

\_\_\_\_\_  
**Richard J. Stern, Apache Junction City Attorney**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Samuel Streichman, Payson Town Attorney**

\_\_\_\_\_  
**Date**