RESOLUTION NO. 2490

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTHERN GILA COUNTY SANITARY DISTRICT RELATING TO INSTALLATION AND/OR REPLACEMENT OF UTILITY LINES IN THE McKAMEY STREET AREA.

WHEREAS, the Town of Payson ("Town") and the Northern Gila County Sanitary District ("NGCSD") each desire to install and/or replace respective underground utility lines in the McKamey Street area between Highway 87 and St. Phillips Street; and

WHEREAS, the installation of all the underground utility lines at one time will reduce costs and minimize disruption to the neighborhood; and

WHEREAS, therefore, the Town and NGCSD desire to combine their individual projects into one; and

WHEREAS, for such purpose, an intergovernmental agreement between the Town and NGCSD has been prepared,

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 Northern Gila County Sanitary District, attached hereto marked Exhibit "A" and made a part hereof by this reference, be and is hereby approved in substantially the form attached.

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

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

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this _____ day of _____, 2009, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
Kenny J. Evans, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

Prepared by Town of Payson Legal Department
SIS:drs April 22, 2009 (4:52pm)
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EXHIBIT "A"

to Resolution No. 2490

Project: McKamey Street Sewer Replacement and Water Line Installation

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE TOWN OF PAYSON
AND
NORTHERN GILA COUNTY SANITARY DISTRICT

THIS AGREEMENT is entered into this date _____, 2009, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the TOWN OF PAYSON, acting by and through its MAYOR and TOWN COUNCIL (the "Town") and the NORTHERN GILA COUNTY SANITARY DISTRICT, acting by and through its CHAIRMAN and BOARD OF DIRECTORS (the "District"). The Town and the District are collectively referred to as "Parties".

I. RECITALS

1. The Town is empowered by Arizona Revised Statutes § 9-240(B)(3) and § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

2. The District is empowered by Arizona Revised Statutes § 48-909 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the District.

3. The Town and the District desire to work together to achieve a common goal of installing and/or replacing underground utility lines in the McKamey Street area between Highway 87 and St. Philips Street.

4. The Town and the District agree that constructing the McKamey Street utility improvements will reduce the overall cost to each Party by sharing the cost of construction items that would need to be duplicated if each party performed the construction project separately.

5. The Town and the District are committed to minimizing the neighborhood disruption caused by the construction project and agree that one combined project will cause much less neighborhood disruption that two individual projects.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Town shall:

   a. Coordinate with the District during the bidding and construction phases of the project.

   b. Pay for the design of the water line as part of the overall construction documents.

c. Through its Public Works Director approve the bid package prior to the District publishing the Call for Bids.

d. Approve the bid prior to the District awarding the construction contract.

e. Provide construction observation for the water line and pavement replacement construction items.

f. Reimburse the District for the construction cost of all water line construction items as listed in Section C of the bid schedule upon completion of the water line construction items to the satisfaction of the Town Public Works Director.

g. Reimburse the District for 25% of the pavement replacement bid items No. A6 through A9 inclusive upon completion of the pavement replacement construction items to the satisfaction of the Town Public Works Director.

2. The District shall:

a. Pay for all design excluding those items pertaining to the water line construction.

b. Bid the construction project in compliance with applicable state regulations and Town of Payson Code § 35.01.

c. Enter into a construction contract with the most responsible responsive bidder after approval of the bid by the Town and the District.

d. Provide construction administration for the overall construction project.

e. Provide construction observation for all sewer line construction items.

f. Pay for the construction of all sewer line construction items as listed in Sections B, and D of the bid schedule.

g. Pay 100% for Pavement Bid Items No. A1 through A5 inclusive, and A10 through A24 inclusive, and 75% of the Pavement Bid Items No. A6 through A9 inclusive.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project, final payment to the contractors, and acceptance of the work by the respective Parties.

2. This Agreement may be canceled at any time prior to the award of the project construction contract, upon 30 days written notice to the other party. It is understood and agreed that in the event the Town cancels this Agreement, the District shall not be responsible for the installation of any of the water improvements included in the plans. It is also understood and agreed that in the event the District cancels this Agreement, the project will not move forward and the Town assumes no responsibility for any improvements included in the plans.

3. This Agreement shall become effective 40 days after the latest date of approval of a Resolution of each Parties' governing board.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. In the event of any controversy between the Parties, which may arise out of this Agreement, the Parties hereto agree, in the event the same cannot be resolved through negotiation, to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Town of Payson
Attn: LaRon G. Garrett, P.E.
Public Works Director
303 N. Beeline Highway, Payson AZ 85541
(928) 474-5242 x283
(928) 472-7490 Fax

Northern Gila County Sanitary District
Attn: Joel Goode
District Manager
P.O. Box 619, Payson, AZ 85547
(928) 474-5257
(928) 474-5258

8. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE TOWN OF PAYSON

By _____
Kenny J. Evans
Mayor

ATTEST:

By _____
Silvia Smith
Town Clerk

NORTHERN GILA COUNTY SANITARY DISTRICT

By _____
Robert Sanders
Board Chairman

ATTEST:

By _____
Guy Pfister
Board Secretary

McKamey Street Sewer Replacement and Water Line Installation

ATTORNEY APPROVAL FORM FOR THE TOWN OF PAYSON

I have reviewed the above referenced Intergovernmental Agreement between the Northern Gila County Sanitary District, and the TOWN, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona.

No opinion is expressed as to the authority of the District to enter into this Agreement.

DATED this _____ day of _____, 2009.

_____

Town Attorney

ATTORNEY APPROVAL FORM FOR THE NORTHERN GILA COUNTY SANITARY DISTRICT

I have reviewed the above referenced Intergovernmental Agreement between the Town of Payson, and the District, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

No opinion is expressed as to the authority of the Town to enter into this Agreement.

DATED this _____ day of _____, 2009.

_____

District Attorney