

RESOLUTION NO. 2689

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT WITH STAR VALLEY FOR THE PROVISION OF AFTER HOURS AND EMERGENCY WATER SYSTEM SERVICES.

WHEREAS, in January of 2012, the Town of Payson ("Payson") and the Town of Star Valley ("Star Valley") entered into an agreement for After Hours and Emergency Water System Services ("the Agreement"); and

WHEREAS, Payson and Star Valley desire to amend the Agreement to allow their respective Town Managers to mutually agree in writing for Payson to provide expanded services under the Agreement; and

WHEREAS, a First Amendment to the Agreement has been prepared to implement such desire,

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

Section 1. That the First Amendment to the Agreement for After Hours and Emergency Services, attached hereto as Exhibit 1, is approved in substantially the form attached.

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute the First Amendment in substantially the form attached.

Section 3. That the Town of Payson is authorized to take such other and further actions as may be necessary or appropriate to carrying out the terms and intent of this Resolution and the Agreement as amended.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of September, 2012 by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

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ATTEST:

Silvia Smith, Town Clerk

APPROVED AS TO FORM:



Timothy M. Wright, Town Attorney

Exhibit 1 to Resolution 2689

**FIRST AMENDMENT
TO THE
AGREEMENT FOR AFTER HOURS AND
EMERGENCY WATER SYSTEM SERVICES
BETWEEN THE TOWN OF PAYSON
AND THE TOWN OF STAR VALLEY**

THIS FIRST AMENDMENT to the Agreement for After Hours and Emergency Water System Services is made this _____ day of _____, 2012, between the Town of Payson, a municipal corporation (hereinafter, "Payson") and the Town of Star Valley, a municipal corporation (hereinafter, "Star Valley") (collectively "the Parties").

RECITALS

- A. In January of 2012, the Parties entered into an Agreement for After Hours and Emergency Water System Services ("the Agreement").
- B. Pursuant to Paragraph 10.2 of the Agreement, the Parties desire to amend the Agreement to allow their respective Town Managers to mutually agree in writing for Payson to provide expanded services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations herein contained, and pursuant to the terms and provisions herein, the Parties hereby agree as follows:

- I. The following definitions are added to Paragraph 1 - Definitions:

Mutually Agreed Upon Services shall include any services related to the operation, repair, maintenance, or improvement of Star Valley's water system that are mutually agreed to in writing by the Town Managers of the Parties.

The Services shall include After Hours Services, Emergency Services, and/or Mutually Agreed Upon Services.

- II. Section 3.1 of the Agreement is hereby amended, and as amended shall read as follows:

3.1 Payson shall provide the Services to Star Valley.

- III. Section 3.2 of the Agreement is hereby amended, and as amended shall read as follows:

3.2 Reserved.

IV. Section 3.3 of the Agreement is hereby amended, and as amended shall read as follows:

3.3 The Services shall be provided to Star Valley in the same manner that such services are provided to Payson's water system.

V. Section 3.4 of the Agreement is hereby amended, and as amended shall read as follows:

3.4 Payson personnel shall have full discretion to determine the means and manner in which to execute the Services.

VI. Section 4.1 of the Agreement is hereby amended, and as amended shall read as follows:

4.1 If Star Valley desires to obtain Emergency Services or Mutually Agreed Upon Services during Normal Business Hours, Star Valley shall contact the Water Department at 474-5242, Extension 4 to request such services.

VII. Section 4.2 of the Agreement is hereby amended, and as amended shall read as follows:

4.2 If Star Valley desires the Services outside of Normal Business Hours, Star Valley shall contact the Payson Police Department at 928-474-5177 to request such services.

VIII. Section 6.1 of the Agreement is hereby amended, and as amended shall read as follows:

6.1 Star Valley agrees to pay Payson for all expenses associated with the provision of the Services in accordance with the rates set forth in Exhibit A.

IX. Section 7.1 of the Agreement is hereby amended, and as amended shall read as follows:

7.1 Following provision of the Services, Payson shall invoice Star Valley and such invoice shall be payable upon receipt.

X. All other terms of the Agreement except as specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written above.

FOR THE TOWN OF PAYSON:

FOR THE TOWN OF STAR VALLEY:

Kenny J. Evans, Mayor

William Rappaport, Mayor

APPROVAL AS TO FORM

The Attorney for the Town of Star Valley has reviewed this Agreement and approved it as to form and has determined that said Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Timothy Grier, Town Attorney

The Attorney for the Town of Payson has reviewed this Agreement and approved it as to form and has determined that said Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Timothy M. Wright, Town Attorney