



**Hector M. Figueroa**  
**Town Attorney**  
**303 North Beeline Highway**  
**Payson, Arizona 85541**  
**Phone 928-472-5020**  
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**LEGAL MEMORANDUM**

**RECIPROCAL LEGAL SERVICES**

**INTERGOVERNMENTAL AGREEMENT WITH OTHER ENTITIES**

**ATTN: MAYOR, VICE-MAYOR AND COUNCIL MEMBERS:**

This Memorandum will serve to provide FYI document related to Reciprocal Legal Services pursuant to an Intergovernmental Agreement ("IGA"). This type of an arrangement with other governmental entities would benefit the Town of Payson.

Please note that our Insurance Pool Carrier has endorsed such an IGA as noted in the email from Sedona Legal Counsel.

Although I do not anticipate any major conflict of interest or specialized need for outside counsel, having an option to reach out to other government attorney(s) would be in the best interest of the Town of Payson.

As it relates to Payson, an individual IGA between us, the Town of Star Valley, the City of Flagstaff or Sedona and any other governmental entity could be negotiated.

I provide this Memorandum to you all as an information item for your consideration. I seek your guidance on whether to proceed with such a concept.

**MAR 03 2016** *I.2*

## **Figueroa, Hector**

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**From:** Robert Pickels [RPickels@sedonaaz.gov]  
**Sent:** Wednesday, February 24, 2016 8:52 AM  
**To:** gemery@bullheadcity.com; ccooper@cityofkingman.gov; cityattorney@cityofpage.org; shorton@cottonwoodaz.gov; AWendel@flagstaffaz.gov; DWomochil@flagstaffaz.gov; KFincel@flagstaffaz.gov; mdandrea@flagstaffaz.gov; MSullivan@flagstaffaz.gov; SSolomon@flagstaffaz.gov; garryk@lhcaz.gov; Figueroa, Hector; Bystricky, Mary; clyde-halstead@prescott-az.gov; jon.paladini@prescott-az.gov; jon.palladini@prescott-az.gov; matt.podracky@prescott-az.gov; ilegler@pvaz.net; szraick@pvaz.net; mgoimarac@sedonaaz.gov; mbrown@showlowaz.gov  
**Subject:** Legal Services IGA  
**Attachments:** VCard; IGA Reciprocal Legal Services.3.docx; VCard

Good Morning, All:

Last night, the Sedona City Council unanimously approved the attached Intergovernmental Agreement for Reciprocal Legal Services to be provided, as available, to other cities and counties. As you may recall from our discussion at the last NAMA meeting, the AMRRP has endorsed this as being a covered activity for those cities that are members.

Sedona is now ready to execute the Agreement with all cities within our region that would like to take advantage of this unique partnership opportunity. My hope is that all NAMA cities will find this beneficial and will take the IGA to your respective Councils at the earliest possible meeting for approval. Remember, there is no obligation unless resources are available.

We can handle the execution in one of two ways: 1) We can execute individual agreements between each participating municipality; or 2) We can identify all cities choosing to participate and then circulate one, comprehensive document for all to sign. If there are other ideas on a more efficient way to accomplish the end result, please share your thoughts. Otherwise, please let me know at your earliest convenience as to your city's interest in joining.

Best regards,

Robert

Robert L. Pickels, Jr.  
City Attorney  
102 Roadrunner Dr.  
Sedona, AZ 86336  
(928) 204-7200

Sedona City Hall is open for business Monday through Thursday from 7 a.m. to 6 p.m. and closed on Fridays. The Municipal Court and Wastewater system maintenance remain on a Monday through Friday, 8 a.m. to 5 p.m. schedule. Police and maintenance services are not impacted.

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITIES AND COUNTIES OF THE STATE OF ARIZONA FOR  
RECIPROCAL PROVISION OF LIMITED LEGAL SERVICES**

This Intergovernmental Agreement (“IGA” or “Agreement”), dated as of \_\_\_\_\_, 2016, is by and between those cities and/or counties of Arizona, municipal corporations and bodies politic of the State of Arizona (“Parties”) that have approved and executed this Agreement as set forth below.

**RECITALS**

WHEREAS, the governing bodies of the Parties are empowered by Arizona Revised Statutes (A.R.S.) 11-951 et seq. to enter into intergovernmental agreements for the provision of joint or cooperative action; and

WHEREAS, occasions exist wherein the designated attorneys for the Parties identify a conflict of interest in the representation of their respective cities or counties and a board or commission properly constituted to take action as delegated to them by the governing bodies of their cities or counties thereby necessitating the retention of counsel outside of the organization to provide representation to the board or commission properly convened; and

WHEREAS, the governing bodies of the Parties encourage opportunities for their respective cities and counties to work cooperatively in providing high quality services in the most efficient manner possible; and

WHEREAS, the Parties have identified a significant benefit to their respective cities or counties that will result from the provision of reciprocal legal services on a limited basis for representation to properly convened boards or commissions of each other as resources may allow;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

**Section 1. Purpose:** The purpose of the Agreement is for each Party, upon request of the other and dependent on available resources, to provide reciprocal legal services in the form of representation to duly constituted and properly convened boards and commissions of the requesting Party. The Party making the request for services shall hereinafter be referred to as “Requestor,” and the Party providing the services shall hereinafter be referred to as “Provider.”

**Section 2. Duration:** This Agreement shall become effective on the date it is adopted, approved and fully executed by the governing bodies of each Party and shall continue in full force and effect for a period of five (5) years from the date of its execution unless otherwise terminated prior to that date by either Party pursuant to Section 7 herein.

**Section 3. Obligations of the Parties:**

- A. Each Party to this Agreement will, depending on the availability of staff resources and subject to Section 3.D herein, provide legal services to the other Party in the form of coverage as legal advisor for board or commission meetings at which the Requestor has a responsibility to act as or to provide legal counsel, but is unable to personally act in such capacity due to a real or perceived conflict of interest.

- B. Following a determination of availability and a commitment to provide the requested legal service to the Requestor, Provider shall provide the legal services in a timely and professional manner, adhering to all applicable standards for professional responsibility, by an attorney with the requisite experience level necessary to meet the Requestor's stated needs.
- C. The Requestor shall provide to the Provider, in advance of any proceeding for which legal services have been requested and a resulting commitment to provide the legal services made, all relevant background information necessary for the Provider to have a sufficient understanding of the nature of the proceedings and any issues particular to the board or commission to which the legal services will be provided.
- D. Any Party of which a request for legal services pursuant to this Agreement is made shall have the unqualified ability to reject any request for legal services that is deemed to not be in the best interest of the non-requesting Party.
- E. Each Party to this Agreement shall be solely responsible for the nature and quality of the legal services provided by their respective staff designated hereunder and shall defend, indemnify and hold the other Party harmless in the event of any claim, charge or action alleging negligence, malfeasance or violation of any professional responsibility in the performance of the duties described herein.

Section 4.      Manner of financing: Each Party to this Agreement shall bear the responsibility for its own costs incurred in the form of employee compensation; however, reimbursement for pre-approved expenses such as mileage, lodging or per diem may be remitted by the Requestor to the extent permitted in the Requestor's organizational policies.

Section 5.      Authorization: This intergovernmental agreement shall become effective upon execution by the appropriate officials of each Party hereto.

Section 6.      Conflict of Interest: This intergovernmental agreement is subject to the conflict of interest provisions of A.R.S. 38-511, as amended, the provisions of which are incorporated herein.

Section 7.      Termination: This intergovernmental agreement shall terminate upon the expiration as identified in Section 2 herein, or by either Party giving the other at least ninety (90) days advance notice of its desire to terminate the Agreement prior to its natural expiration.

Section 8.      Compliance with Law: The Parties must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 9.      Severability: If any terms, party, or provisions of this Agreement are for any reason determined to be invalid or unenforceable, the remaining terms, parts or provisions are nevertheless valid and enforceable.

Section 10.     Integration: This Agreement contains the entire agreement between the Parties and no oral or written statements; promises or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

Section 11.     No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.

Section 12.     Notices: All notices or demands upon any Party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

City of Sedona  
City Attorney  
102 Roadrunner Dr.  
Sedona, AZ 86336

City/County of \_\_\_\_\_  
City/County Attorney  
\_\_\_\_\_  
\_\_\_\_\_

Section 13. Employment Eligibility: Each Party warrants and shall require its subcontractors to warrant that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on the Agreement, to ensure that the other Party or its subcontractors are complying with this warranty.

IN WITNESS WHEREOF, this Agreement has been executed on the dates and year as follows:

DATE: \_\_\_\_\_, 2015

DATE: \_\_\_\_\_, 2015

CITY OF SEDONA

CITY/COUNTY OF

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY/COUNTY MANAGER

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY/COUNTY CLERK

Pursuant to A.R.S. 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Sedona, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Sedona:

\_\_\_\_\_  
ROBERT L. PICKELS, JR.  
CITY ATTORNEY

Pursuant to A.R.S. 11-952, the foregoing Agreement has been submitted to the undersigned City/County Attorney for the City/County of \_\_\_\_\_, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/County of \_\_\_\_\_:

\_\_\_\_\_  
CITY/COUNTY ATTORNEY