

**RESOLUTION NO. 2904**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (“IGA”) BETWEEN THE TOWN OF PAYSON, AN ARIZONA MUNICIPAL CORPORATION (“PAYSON”), AND ANOTHER BODY POLITIC CREATED AND AUTHORIZED PURSUANT TO A.R.S. §§ 11-951 AND 11-952 ET SEQ. FOR RECIPROCAL LEGAL SERVICES.**

**WHEREAS**, the governing bodies of Town of Payson, Town of Star Valley, and City of Flagstaff are empowered by Arizona Revised Statutes A.R.S. § 11-951 and A.R.S. § 11-952 et seq. to enter into intergovernmental agreements for the provision of joint or cooperative action with each other, and with other statutorily created entities; and

**WHEREAS**, occasions exist wherein the Towns, Cities and/or statutorily created entities identify a conflict of interest, or a specific need for outside expertise in the representation of their respective towns, cities, and a board, or commission, or statutorily created entity properly constituted to take action as delegated to them by the governing bodies of their towns or cities, thereby necessitating the retention of counsel outside of the Town/City Legal Department, to provide representation to the board, or commission, or statutorily created entity properly convened; and

**WHEREAS**, the governing bodies of Payson, Star Valley, and Flagstaff encourage opportunities for their respective cities to work cooperatively in providing high quality services in the most efficient manner possible; and

**WHEREAS**, the Town/City Attorneys of Payson, Star Valley, and City of Flagstaff have identified a significant benefit to their respective towns/cities/statutorily created entities, that will result from the provision of reciprocal legal services on a limited basis, for representation to properly convened boards or commissions or statutorily created entities of each other as resources may allow;

**WHEREAS**, Payson desires to enter into an IGA with another Body Politic as defined pursuant to A.R.S. § 11-951, and desiring to participate in the provision of Reciprocal Legal Services as provided in the format Agreement attached herein as Exhibit A; and

**WHEREAS**, Mayor and Council desire to authorize the Town Attorney to negotiate an Agreement, or Agreements with other Parties desiring to participate in the provision of Reciprocal Legal Services, and authorizing the Mayor to execute same.

*Page 1*

***Prepared by Town of Payson Legal Department***

*HMF:drs dkk March 7, 2016 (2:41PM)*

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**MAR 17 2016 G.S**

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

Section 1: That the Intergovernmental Agreement between the Town of Payson and another Body Politic desiring to participate in the provision of Reciprocal Legal Services, attached hereto marked Exhibit A is approved in substantially the form attached.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute an Intergovernmental Agreement with a participating Body Politic in substantially the form attached.

Section 3: That the Town of Payson and its Town Officials are authorized to take such other, and further actions as may be necessary, or appropriate to carrying out the intent of this Resolution.

**PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 17<sup>th</sup> day of March, 2016, by the following vote:**

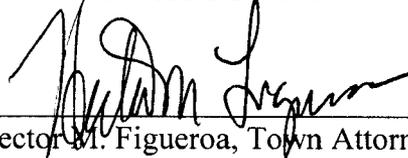
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

**EXHIBIT A  
TO  
RESOLUTION 2904**

**(INTERGOVERNMENTAL AGREEMENT)**

**EXHIBIT A**  
to Resolution 2904

**INTERGOVERNMENTAL AGREEMENT BETWEEN TOWNS, CITIES, AND  
STATUTORY BODIES POLITIC 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 towns, cities, and/or recognized statutory entities 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 Town of Payson, Town of Star Valley, and City of Flagstaff, 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 with each other, and with other statutorily created entities; and

**WHEREAS**, occasions exist wherein the Town/City Attorneys for the Town of Payson, Town of Star Valley, City of Flagstaff, and/or statutorily created entities identify a conflict of interest, or a specific need for outside expertise in the representation of their respective towns, cities, and a board, or commission, or statutorily created entity properly constituted to take action as delegated to them by the governing bodies of their towns or cities thereby necessitating the retention of counsel outside of the Town/City Legal Department, to provide representation to the board, or commission, or statutorily created entity properly convened; and

**WHEREAS**, the governing bodies of Payson, Star Valley, and Flagstaff, encourage opportunities for their respective cities to work cooperatively in providing high quality services in the most efficient manner possible; and

**WHEREAS**, the Town/City Attorneys of Payson, Star Valley, and City of Flagstaff, have identified a significant benefit to their respective towns/cities/statutorily created entities, that will result from the provision of reciprocal legal services on a limited basis, for representation to properly convened boards, or commissions, or statutorily created entities 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/created, and properly convened boards, entities, 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 Payson, Star Valley, and Flagstaff, and/or statutorily created entity 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 and/or a specific need for outside expertise in representation.
- 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, or entity 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, as duly approved by the participating body.

**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, parts, 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 any oral or written statements, promises, or inducements made by any party or its agents not contained or specifically referred to in this Agreement are not 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:

Town of Payson  
Legal Department  
303 N. Beeline Hwy.  
Payson, AZ 85541

City of Flagstaff  
City Attorney  
211 W. Aspen Ave.  
Flagstaff, AZ 86001

Town of Star valley  
Legal Department  
3675 E. Hwy. 260  
Star Valley, AZ 85541

**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: \_\_\_\_\_, 2016

DATE: \_\_\_\_\_, 2016

DATE: \_\_\_\_\_, 2016

TOWN OF PAYSON

CITY OF FLAGSTAFF

TOWN OF STAR VALLEY

\_\_\_\_\_  
TOWN MANAGER

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

\_\_\_\_\_  
TOWN MANAGER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

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

\_\_\_\_\_  
TOWN CLERK

Pursuant to A.R.S. 11-952, the foregoing Agreement has been submitted to the undersigned Town Attorney for the Town of Payson, 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 Town of Payson:

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HECTOR M FIGUEROA  
TOWN ATTORNEY

Pursuant to A.R.S. 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Flagstaff, 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 Flagstaff:

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MICHELLE D'ANDREA  
CITY ATTORNEY

Pursuant to A.R.S. 11-952, the foregoing Agreement has been submitted to the undersigned Town Attorney for the Town of Star Valley, 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 Town of Star Valley:

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TIMOTHY W. GRIER  
TOWN ATTORNEY