

**RESOLUTION NO. 2912**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE RIM COUNTRY EDUCATIONAL ALLIANCE ("RCEA"), THE TOWN OF STAR VALLEY, AN ARIZONA MUNICIPAL CORPORATION ("STAR VALLEY"), AND THE TOWN OF PAYSON, AN ARIZONA MUNICIPAL CORPORATION ("PAYSON"), COLLECTIVELY ("PARTIES") FOR PROVISION OF LEGAL SERVICES.**

**WHEREAS**, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies: and

**WHEREAS**, A.R.S. § 11-952.02 authorizes Cities and Towns to form a Separate Legal Entity ("SLE") pursuant to an Intergovernmental Agreement; and

**WHEREAS**, pursuant to A.R.S. § 11-952.02, PAYSON and STAR VALLEY created the RCEA as an SLE by approving and adopting an Intergovernmental Agreement; and

**WHEREAS**, the Town of Payson passed and adopted Resolution No: 2617 on July 7, 2011 approving and adopting said Resolution; and

**WHEREAS**, PAYSON, STAR VALLEY and RCEA are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951, 11-952 et seq. and A.R.S. § 11-952.02; and

**WHEREAS**, the PARTIES desire to enter into this IGA for the purpose of providing Legal Services by one party to the other based on specific identified needs and/or where a conflict of interest may exist, all in accordance with the terms if this IGA.

**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, the Town of Star Valley, and the Rim Country Educational Alliance attached hereto marked as 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 said Intergovernmental Agreement in substantially the form attached.

*Prepared by Town of Payson Legal Department*

*HMF:dkk April 12, 2016 (5:09PM)*

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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 TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 21<sup>st</sup> day of April, 2016, by the following vote:**

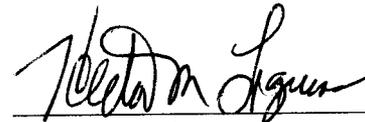
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

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



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

**EXHIBIT A  
TO  
RESOLUTION 2912**

**(INTERGOVERNMENTAL AGREEMENT)**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWNS OF PAYSON AND STAR VALLEY  
AND RIM COUNTRY EDUCATIONAL ALLIANCE  
FOR PROVISION OF LIMITED LEGAL SERVICES**

This Intergovernmental Agreement ("IGA" or "Agreement") is by and between the Town of Payson, an Arizona municipal corporation ("Payson"), Town of Star Valley, an Arizona municipal corporation ("Star Valley"), and the Rim Country Educational Alliance, a Separate Legal Entity created pursuant to A.R.S. §§ 11.952 and 11.952.02, as a political subdivision of the State of Arizona ("RCEA") (collectively, the "Parties" or the "Towns"), and is effective as of the date signatures are affixed hereto by each Party.

**RECITALS**

**WHEREAS**, the governing bodies of Payson and Star Valley are empowered by Arizona Revised Statutes (A.R.S.) 11-951, *et seq.*, to enter into Intergovernmental Agreements ("IGA") for the provision of joint or cooperative action; and

**WHEREAS**, as a Separate Legal Entity ("SLE"), RCEA is a political subdivision of the State of Arizona and in its own name has powers, rights, and immunities as set forth in A.R.S. § 11-952.02; and

**WHEREAS**, the RCEA may make and enter into contracts, including contracts, leases, or other transactions with third parties and/or governmental entities and employ agents and employees pursuant to A.R.S. §§ 11-951 and 11-952, *et seq.*; and

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

**WHEREAS**, the Parties have identified a significant benefit to their respective Towns and/or SLE that will result from the provision of legal services on a limited basis for representation to the governing bodies of the Town of Payson, Town of Star Valley, and the SLE as resources may allow; and

**WHEREAS**, occasions exist wherein the designated attorneys for the Parties identify a specific need including, but not limited to, illness, vacation, vacancy, or specialization in the representation of their respective Towns and/or SLE, thereby necessitating the retention of counsel outside of the organization to provide representation to one or more of the Parties; and

**WHEREAS**, occasions exist wherein the designated attorneys for the Parties identify a conflict of interest in the representation of their respective Towns and/or SLE thereby necessitating the retention of counsel outside of the organization,

**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 the duly constituted and properly convened governing body 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 governing body, board, or commission related to Open Meeting, Public Records and Public Proceedings 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 governing body, 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 at the **hourly rate of \$65.00**; 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 IGA 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 IGA 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 no oral or written statements, promises, or inducements made by any 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 among the Parties and no 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  
Attn: Town Manager  
303 N. Beeline Hwy.  
Payson, AZ 85541

Town of Star Valley  
Attn: Town Manager  
3632 E. Highway 260  
Star Valley, AZ 85541

RCEA (SLE)  
Attn: Su Connell  
303 N. Beeline Hwy.  
Payson, 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 records 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:

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

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

Date \_\_\_\_\_

ATTEST:

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

**TOWN OF STAR VALLEY,**  
an Arizona municipal corporation

By \_\_\_\_\_  
R. O. McDaniel, Mayor

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

**RIM COUNTRY EDUCATIONAL ALLIANCE,**  
an Arizona Separate Legal Entity

By \_\_\_\_\_  
Jim Lyon, President/Chairman

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Su Connell, Secretary/Clerk

Pursuant to A.R.S. § 11-952, the foregoing IGA has been submitted to the undersigned Town Attorney for the Town of Payson, Arizona. The undersigned has determined that this IGA 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.

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

Pursuant to A.R.S. § 11-952, the foregoing IGA has been submitted to the undersigned Town Attorney for the Town of Star Valley, Arizona. The undersigned has determined that this IGA 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  
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