

INTERGOVERNMENTAL AGREEMENT NO. 032716
BETWEEN
GILA COUNTY
AND
TOWN OF PAYSON
PARTIAL PAVING OF HOUSTON MESA ROAD IN PAYSON, AZ

THIS INTERGOVERNMENTAL AGREEMENT, referred to as "IGA", is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "the County" and the Town of Payson, Arizona hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Town has contracted with a general contractor for the C.C. Cragin Reservoir Water Supply Project, Raw Water Penstock Phase 1, and that contract, referred to as "the Contract", is incorporated into this IGA. The Contract provides for the installation of a waterline along a portion of Houston Mesa Road, which is a road maintained by the County north of the Town. As part of the waterline installation one lane of the road will require new pavement; and

WHEREAS, the County desires additional paving to be performed on the remainder of Houston Mesa Road in the construction area, not impacted by the Town's waterline project; and

WHEREAS, the County and the Town have already executed a cooperative agreement in September, 2009 in order to conserve resources and reduce procurement costs; and A.R.S. § 41-2632 authorizes the County and the Town to participate in a cooperative purchasing agreement for construction services; and

WHEREAS, the Contract complied with the competitive bidding requirements of A.R.S. § 11-254.01; and

WHEREAS, pursuant to A.R.S. § 41-2632 and the cooperative agreement with the Town, the County desires to use the same general contractor hired by the Town to pave the remainder of Houston Mesa Road in the construction area while the general contractor is performing paving services for the Town on an adjoining portion of Houston Mesa Road.

SCOPE

THEREFORE, it is the intent of the County, to enter into this IGA for the purpose of using the general contractor hired by the Town, to pave 2,140 linear feet of Houston Mesa Road, north of the Town; adjacent to the pavement impacted by the Town's waterline project.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The County will pay the Town \$201,363.07 to use the contract which the Town has entered into with T&T Construction, Inc., referred to as "T&T" to pave 2,140 linear feet of Houston Mesa Road for the County, thereby conserving the County's resources and reducing procurement costs to the County.
2. The Town will enter into a change order in the Contract with T&T for T&T to pave 2,140 linear feet of Houston Mesa Road adjacent to the pavement impacted by the Town's waterline project. The end result will be that T&T will pave the entire width of Houston Mesa Road adjacent to the waterline project. The Town shall ensure that T&T complies with all terms and conditions of the Contract, including the change order.
3. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Payson
Attn: Town Manager
303 N. Beeline Highway
Payson, Arizona 85542

Gila County Board of Supervisors
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. **Indemnification:** The Town shall indemnify, defend, and hold harmless, the County, its officers, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, or demands, and costs attendant thereto, arising out of any act, omission, fault or negligence by the Town, its agents, employees, or anyone under its direction or control or on its behalf in connection with performance of this agreement.
2. **Termination:** Prior to the distribution of the funds described herein from the County to the Town, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be comingled that will need to be disposed of after termination of the agreement under this provision.
3. **Cancellation:** This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
4. **Compliance with All Laws:** The parties shall comply with all federal, state, and local laws; these include rules, regulations, standards, and executive orders, and are not limited to those designated within this agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. **Entire Agreement:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties.

6. **Non-Appropriation:** Notwithstanding any other provision in this agreement, this agreement may be terminated if, for any reason, the County does not appropriate sufficient monies for the purpose of maintaining this agreement.
7. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
8. **Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved by the County and the Town through its respective board or council; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS THEREOF, three (3) identical copies of this contract shall be executed. Each counterpart shall include original signatures and shall be deemed an original.

GILA COUNTY

Date: _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

ATTEST

Date: _____

Marian Sheppard, Clerk of the Board of Supervisors

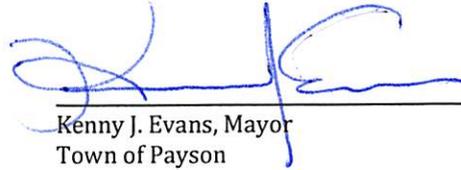
APPROVED AS TO FORM:

Date: _____

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

TOWN OF PAYSON

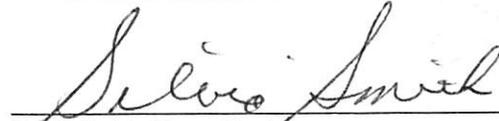
Date: 4/22/16



Kenny J. Evans, Mayor
Town of Payson

ATTEST

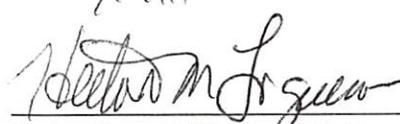
Date: 4/22/16



Sylvia Smith, Town Clerk

APPROVED AS TO FORM:

Date: 4/21/16



Hector Figueroa, Town Attorney