

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 24-1728

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, EXECUTING AN INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY FOR FINANCIAL ASSISTANCE TO COMPLETE THE PORTER MOUNTAIN ROAD IMPROVEMENTS PROJECT; AND AUTHORIZE MAYOR IRWIN TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THIS PROJECT.

WHEREAS, the Town of Pinetop-Lakeside has awarded a contract to Perkins Cinders, Inc. to construct the Porter Mountain Road Improvements Project; and

WHEREAS, the Blue Ridge Unified School District (“the District”) applied for and was awarded Adjacent Way Funds in the amount of \$610,000.00 for the Porter Mountain Road Improvements Project; and

WHEREAS, the District and the Town have executed an Intergovernmental Agreement for the Town to receive the \$610,000.00 in Adjacent Way Funds to be paid to the Contractor for the Porter Mountain Road Improvements Project, approved by Resolution No. 24-1707, at the Town Council meeting on April 18, 2024; and

WHEREAS, the Adjacent Way Funding will not be distributed until February of 2025; and

WHEREAS, the Board of Supervisors for Navajo County (“the County”) has determined that it is an appropriate use of County Funds to financially assist the Town with a loan for the Project in an amount not to exceed \$610,000; and

WHEREAS, the Town has agreed to reimburse the County the full loan amount of \$610,000.00, no later than March 31st, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approve the Intergovernmental Agreement with Navajo County for financial assistance to complete the Porter Mountain Road Improvements Project in the amount of \$610,000; and hereby affirm and confirm that: The Governing Body of the Town of Pinetop-Lakeside designates Mayor Irwin to execute and deliver, and to witness or attest, respectively, any related agreements, instruments and documents necessary to the consummation of the Intergovernmental Agreement with Navajo County.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 1st day of August 2024.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Stephanie Irwin, Mayor

ATTEST:

Kristi Salskov
Kristi Salskov, CMC
Town Clerk

APPROVED AS TO FORM:

William J. Sims
William J. Sims, III
Town Attorney

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT



INTERGOVERNMENTAL AGREEMENT BETWEEN
NAVAJO COUNTY
AND
THE TOWN OF PINETOP-LAKESIDE
FOR
PORTER MOUNTAIN ROAD IMPROVEMENTS
PROJECT FINANCE SUPPORT

August 1, 2024

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of August ___, 2024 (“Effective Date”) by and between Navajo County (“the County”), and the Town of Pinetop-Lakeside, an Arizona municipal corporation (“the Town”).

1. Premises.

- a. The parties are authorized to enter into intergovernmental agreements for joint or cooperate action pursuant to A.R.S. § 11-952.
- b. The Town has identified an area in both the County and the Town’s jurisdiction, where pedestrian safety is a high risk. Specifically, school age children attending Blue Ridge Elementary School.
- c. The Town has engaged the services of a civil engineering firm to assist in completing the Porter Mountain Road School Area Assessment and construction plans for Porter Mountain Road Improvements.
- d. The Town advertised an Invitation to Bid for the Porter Mountain Road Improvements Project (“Project”) and awarded the construction contract to a local construction company, Perkins Cinders, Inc. (“the Contractor”)
- e. The County Board of Supervisors is authorized by A.R.S. § 11-251 to contract and join with a municipality such as the Town to “Supervise the official conduct of all county officers and officers of all districts and other subdivisions of the county charged with assessing, collecting, safekeeping, managing or disbursing public revenues”.
- f. The Blue Ridge Unified School District (“the District”) has applied for Adjacent Way Funds in the amount of \$610,000.00 for the Porter Mountain Road Improvements Project. The District and the Town have executed an Intergovernmental Agreement for the Town to receive the \$610,000.00 in Adjacent Way Funds to be paid to the Contractor for the Porter Mountain Road Improvements Project.
- g. The Adjacent Way Funding will not be distributed until February of 2025. The Board of Supervisors for the County has determined that it is an appropriate use of County Funds to financially assist the Town with a loan for the Project in an amount not to exceed \$610,000 for this purpose, subject to the terms and conditions of this Agreement.

2. The County’s Obligations.

- a. The County shall loan the Town \$610,000.00 for the Porter Mountain Road Improvements Project. Funds are to be used by the Town to pay the Contractor for the Project per the Contract Documents between the Town and the Contractor.
- b. The County shall disburse the funds to the Town with 30 days after execution of this Agreement.

3. The Town's Obligations.

- a. The Town shall reimburse the County the full loan amount of \$610,000.00, no later than March 31st, 2025.
- b. The Town shall not represent to any consultant, contractor, vendor or any other person that the County will have any responsibility or liability in connection with the Project except as set forth in the Agreement.

4. Indemnification.

To the fullest extent permissible by law, the Town shall indemnify, defend, and hold harmless the County and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, damages, losses and expenses arising out of the design, procurement, permitting and construction of the Project or the subsequent maintenance, repair or operation of the Project.

5. General.

- a. This Agreement shall be effective as of the Effective Date and shall remain in effect until the loan amount of \$610,000.00 has been received by the County.
- b. Requests for reimbursement, payments and other communications relating to this Agreement shall be sent to the intended recipient at the following address. Either party may specify a different address by written notice to the other party:

If to the County:
William Flake, P.E., CFM
Navajo County Engineer
P.O. Box 668 100 W. Public Works Dr.
Holbrook, AZ 86025
(928) 524-4114
william.flake@navajocountyaz.gov

If to the Town:
Matt Patterson
Public Works Director
958 S. Woodland Road
Lakeside, AZ 85929
(928) 368-8885
mpatterson@pinetoplakesideaz.gov

- c. In the event of any dispute arising out of this Agreement, the parties agree to make a good faith attempt to informally resolve or mediate the dispute before submitting the matter to arbitration pursuant to the provisions of A.R.S. § 12-1518.
- d. Each party warrants that this Agreement has been duly authorized by its governing body, that the officials executing this Agreement on its behalf have been duly authorized to do so, and that when so executed, this Agreement shall constitute a valid and binding obligation of the parties.
- e. The provisions of A.R.S. § 38-511 are incorporated herein by reference.
- f. This Agreement constitutes the entire understanding between the parties with respect to its subject matter, superseding any prior or contemporaneous agreements, whether oral or written, concerning the same subject matter. This Agreement may be amended only by a written document which expressly refers to it and is executed with the same formality by both parties.

g. This Agreement shall be recorded with Navajo County Recorder pursuant to A.R.S. § 11-952.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

NAVAJO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM AND AUTHORITY:

Attorney for Navajo County

TOWN OF PINETOP-LAKESIDE

By: Stephanie Swain
Mayor

ATTEST:

Kristi Salokov
Town Clerk

APPROVED AS TO FORM AND AUTHORITY

William J. Sims
Attorney for the Town

