



INTERGOVERNMENTAL AGREEMENT BETWEEN
BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32
AND
THE TOWN OF PINETOP-LAKESIDE
FOR
PORTER MOUNTAIN ROAD IMPROVEMENTS

April 18, 2024

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of April 18th, 2024 between the Town of Pinetop-Lakeside, an Arizona municipal corporation (the “Town”), and the Blue Ridge Unified School District (the “District”).

RECITALS

- A. The District has funding available to fund \$611,000.00 to be applied to the \$2,847,796.05 total cost of the **PORTER MOUNTAIN ROAD IMPROVEMENTS PROJECT** (“Project”) in conjunction with the Town of Pinetop-Lakeside.
- B. The Town and the District desire to enter into an agreement whereby the Town and the District will each provide funds to the total cost of the **PORTER MOUNTAIN ROAD IMPROVEMENTS PROJECT**. The Districts contribution is not to exceed \$611,000.00.
- C. The District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952.
- D. The Town is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I OBLIGATIONS OF THE TOWN

1. Services to be Provided. See Exhibit A

- a. The Town shall procure the services of licensed professionals and pay these professionals directly for the contracted services provided by the professionals after satisfactory completion of such services in connection with the project based on the agreed upon scope of work set forth in Exhibit A (“Scope of Work”).
- b. The Town will then invoice the District for \$611,000.00 (the “District Reimbursement”) to be applied to the total cost of the Project, as set forth in the Scope of Work . The District Reimbursement shall be paid to the Town no later than February 28, 2025.

- c. The Town shall share all completed documents related to the Project with the District, except that any costs over the District's \$611,000.00 share shall be the sole responsibility of the Town.
- d. In all contracts and agreements that the Town enters into for the Project, the Town will identify and designate the District as intended third-party beneficiary, having the same contractual rights, privileges, and remedies as the Town.
- e. The Town has requested that the District deed two separate rights of way for the Project. Upon conveyance of the rights of way, the Town will assume full responsibility for the maintenance and upkeep of the rights of way through construction and after Project completion.

SECTION II – OBLIGATIONS OF THE DISTRICT

1. Services to be Provided. See Exhibit A

- a. District shall submit the District Reimbursement to the Town to be applied toward the total cost of the **PORTER MOUNTAIN ROAD IMPROVEMENTS** pursuant to Recital B above.
- b. If the District does not submit the District Reimbursement to the Town on or before February 28, 2025, the District shall be in default of this Agreement and the Town may pursue any applicable remedy at law or equity without further notice.

SECTION III – GENERAL TERMS AND CONDITIONS

- 1. **Term.** The term of the Agreement shall for one year from April 2024 to April 2025 unless the **PORTER MOUNTAIN ROAD IMPROVEMENTS PROJECT** is completed sooner or this agreement is terminated by the parties hereto pursuant to subsection 3 below.
- 2. **Records.** Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.
- 3. **Termination.** Prior to the Town's execution of the construction contract for the Project, scheduled to occur on April 18, 2024, either party may terminate this Agreement upon written notice to the other party at the addresses indicated below no later than April 17, 2024.
- 4. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return

receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Pinetop-Lakeside
325 W. White Mountain Blvd.
Lakeside, AZ 85929
Attn: Matt Patterson, Public Works Director
Phone: (928) 368-8885

If to the District: Blue Ridge Unified School District
1200 W. White Mountain Blvd.
Lakeside, AZ 85929
Attn: Dr. Michael Wright, Superintendent
Phone: (928) 368-8126

or at such other address, and to the attention of such person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.
6. Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District and the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District and the Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the parties agree to keep each other fully informed as to the availability of funds. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each public entity payable exclusively from such annual and is not a general obligation or indebtedness of either party. If the Board of the District or the Town Council of the Town fail to appropriate money sufficient to pay their obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current fiscal year and the Town and the District shall be relieved of any subsequent obligation under this Agreement. Notwithstanding the foregoing provisions of this Section 6, the District shall take all necessary steps to obtain adjacent ways

funding for the District Reimbursement pursuant to A.R.S. § 15-995 in order to pay the District Reimbursement to the Town no later than February 28, 2025.

7. Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.
8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
9. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.
10. Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination, and requiring that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunity.
11. Additional Insured. The District shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies required of Contractor and any Subcontractors hereunder.
12. E-Verify. To the extent applicable under A.R.S. §41-4401, the parties warrant compliance on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. §23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Town and the District have executed this Agreement as of the date of the last signature set forth below.

“Town”



Town of Pinetop-Lakeside,
an Arizona Municipal Corporation
Keith Johnson, Town Manager

Dated: 4-19-2024

“District”

Blue Ridge Unified School District No. 32,
an Arizona School District
Dr. Michael Wright, Superintendent

Dated: _____

ATTEST:



Kristi Salskov, CMC, Town Clerk

Dated: 4-19-2024

I have reviewed the above referenced Intergovernmental Agreement between the TOWN OF PINETOP-LAKESIDE, acting by and through its TOWN COUNCIL, and the BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32, an Agreement between public agencies which, has been reviewed pursuant to A.R.S. §11-951 through A.R.S. §11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32 under the laws of the State of Arizona.

No opinion is expressed as to the authority of the TOWN to enter into this Agreement.

David K. Pauole,
Attorney for the District

Dated: _____

I have reviewed the above referenced Intergovernmental Agreement between the TOWN OF PINETOP-LAKESIDE acting by and through its TOWN COUNCIL, and the BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32, an Agreement between public agencies which, has been reviewed pursuant to A.R.S. §11-951 through A.R.S. §11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN OF PINETOP-LAKESIDE under the laws of the State of Arizona.

No opinion is expressed as to the authority of the DISTRICT to enter into this Agreement.

William Sims
William Sims,
Attorney for the Town of Pinetop-Lakeside

Dated: 4/12/2024