

# ***COUNCIL DECISION REQUEST***

SUBJECT: Payson Area Trails System (PATS) IGA with the Gila County Board of Supervisors

MEETING DATE: October 18, 2007

PAYSON GOAL: NEW:        EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Mary McMullen

AMOUNT BUDGETED: To be determined

SUBMITTAL TO AGENDA

EXPENDITURE REQUIRED: To be determined

APPROVED BY INTERIM TOWN MANAGER

CONT. FUNDING REQUIRED: N/A

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EXHIBITS (If Applicable, To Be Attached): See attached Intergovernmental Agreement (IGA) to the Gila Board of Supervisors .

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**POSSIBLE MOTION:** I move to direct Council to approve the proposed IGA between the Town of Payson and the Gila County Board of Supervisors establishing a collaborative relationship to enhance the Payson Area Trails System (PATS). This partnership would incorporate existing and future trail routes on the Gila Community College campus in Payson into PATS, along with the use of campus as a Center of Interest.

**SUMMARY OF THE BASIS FOR POSSIBLE MOTION:** PATS is a 2007 version and implementation of the original Town of Payson Trails Master Plan completed in 1998. It utilizes the concept of incorporating the firebreak where appropriate around Payson into a perimeter interconnecting trail system on specific Forest Service roads and trails, along with proposed detached pathways along roadways and already existing or proposed trails to form an interior Payson trail network. The trails inside of Payson are connected to four different proposed "Centers of Interest," with the idea that these "Centers" will offer some services to trail-users (parking, water, restrooms, information kiosks on PATS, etc.), along with their specific "Center's" existing amenities serving as a public draw to the site (ball-fields, playgrounds, ramadas, stores and educational services).

The Gila Community College campus is currently one of the proposed "Centers of Interest," identified by collaborative meetings between the Town of Payson Staff, Forest Service and Trails Task Force members. It has an ideal location, with mostly undeveloped property connecting the east-central part of Payson with Tyler Parkway further east. A college campus is a wonderful place to designate as a "Center" because it is an interest generator, serves many different segments of the population and is very visible. In addition, existing parking, restroom and water facilities are already present.

**PROS:**

- Will provide more public exposure to the Gila Community College Campus in Payson
- Will encourage a positive relationship between the Town of Payson and Gila County Board of Supervisors
- Will open doors for PATS grant opportunities by collaborating with Gila Community College on the continued development and refinement of existing trails and Center of Interest
- Will follow-up on the unanimous vote by the Gila Community College Board on February 16, 2007 to incorporate PATS into existing college trails

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## **CONS:**

- Local resident “buy-in” may be difficult in trail areas closer to private properties, but there are alternative trail locations if need be that are farther away from residences

## **PUBLIC INPUT (if any):**

**BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):** The Gila Community College Board voted to support a collaborative relationship with the Town of Payson to incorporate PATS into existing college trails on February 16, 2007. The Gila County Board of Supervisors heard a presentation on PATS regarding the Gila Community College campus trails on March 20, 2007, but did not have a quorum to vote. They later requested an IGA from the Town of Payson for a vote at future Board meetings.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE COUNTY OF GILA  
AND  
THE TOWN OF PAYSON, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Town of Payson, an Arizona municipal corporation ("Town"), and the County of Gila ("County"), a body politic and political subdivision of the State of Arizona (collectively, the "Parties").

**RECITALS**

- A. The Town operates and manages a trails system, commonly designated the Payson Area Trails System ("PATS").
- B. The County owns certain real property located on the Gila County Community College campus, located within the area described on Exhibit "A" ("Property").
- C. The Town and the County desire to establish a collaborative relationship to enhance the PATS by connecting the PATS existing trails on the Gila County Community College campus, or to parts of the Property that can be developed as trails.
- D. Pursuant to A.R.S. § 11-952, the Town and the County may enter into this IGA to jointly exercise powers common to both and to provide for joint and cooperative action regarding the PATS.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Term. This IGA shall be in effect for a term commencing on the date first above written and ending June 30, 2009, and shall automatically be renewed for successive one (1) year periods unless either the Town or the County wishes to modify or renegotiate this IGA, in which case the Party desiring to do so shall notify the other party in writing no less than thirty (30) days prior to the expiration of the initial term, or any successive term of this IGA.
- 2. Purpose. The purpose of this IGA is to provide for a collaborative enhancement of the PATS by connecting the PATS to existing and future trails on the Gila County Community College campus.

3. Specific Measures. The Parties agree to and shall:
  - a. Designate Gila Community College as a trail “Center of Interest” in the PATS and on all PATS publications, media releases, and other public information.
  - b. The Parties shall identify, develop, and enhance already existing trails on the Gila County Community College campus to become part of PATS.
  - c. The Parties will develop and enhance such identified trails on the Gila County Community College campus in accordance with PATS trails specifications.
  - d. The Parties will jointly sign such identified trails on the Gila County Community College campus.
  - e. The Town shall notify potentially affected neighborhoods regarding the identification, development, and enhancement of such trails within the Gila County Community College campus and hold public meetings to solicit public feedback prior to the establishment of specific trails.
  - f. The County shall permit the Town to install and maintain an information kiosk at the Gila County Community College “Center of Interest”.
  - g. The Parties shall negotiate a further agreement regarding trail maintenance and the funding of operation and maintenance costs for such trails on the Gila County Community College campus that are included in PATS.
  - h. The Parties agree to report the collaborative relationship between the Town and the County and to refer to or recite the provisions in this IGA in any future grant applications made by either Party to obtain grant funding for PATS.
4. Entire Agreement. This IGA, including any exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter contained in this IGA. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged into this IGA. No supplement, modification, or amendment of this IGA shall be binding unless in writing and executed by the Parties.
5. Counterparts. This IGA may be executed in counterpart originals, each having the same effect as the other.
6. Severability. The Parties agree that in the event any provision in this IGA is found by a court of competent jurisdiction to be invalid, the invalidity of such portion(s) shall not affect the remaining portions, which shall remain valid and enforceable according to their terms, unless the purposes of this IGA are frustrated on account of such partial invalidity.

7. Attorneys' Fees. In the event either Party hereto shall employ legal counsel in connection with any dispute under this IGA or proceed against the other Party to enforce any of the terms, covenants, or conditions hereof, the party employing such legal counsel shall be solely responsible for payment therefor, without contribution from the other Party, and attorneys' fees shall not be awarded in any action, arbitration, mediation, litigation under, or for any purpose connected to, this IGA.
  
8. Indemnification. The County shall, and hereby agrees to, at its own expense, defend, indemnify, save, and hold the Town, its officers, agents, servants, and employees harmless for, from, and against any and all liability, claims, losses, damages, including legal fees and expenses and interest, including but not limited to liability or loss for injuries to death of persons or damages to property and claims for violations of civil or other rights arising in any way out of the performance of, relating to, or made in connection with any act or omission to act committed or alleged not to have been performed by the County, its agents, officers, servants, employees, or volunteers, and the County shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses, including interest, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Town in any such action, the County shall, at its own expense, satisfy and discharge the same, but only to the extent that such liability is caused by the negligence, misconduct, or other fault of the County, its agents, officers, servants, employees, or volunteers.  

The Town shall, and hereby agrees to, at its own expense, defend, indemnify, save, and hold the County, its officers, agents, servants, and employees harmless for, from, and against any and all liability, claims, losses, damages, including legal fees and expenses and interest, including but not limited to liability or loss for injuries to death of persons or damages to property and claims for violations of civil or other rights arising in any way out of the performance of, relating to, or made in connection with any act or omission to act committed or alleged not to have been performed by the Town, its agents, officers, servants, employees, or volunteers, and the Town shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses, including interest, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the County in any such action, the Town shall, at its own expense, satisfy and discharge the same, but only to the extent that such liability is caused by the negligence, misconduct, or other fault of the Town, its agents, officers, servants, employees, or volunteers.
  
9. Cancellation. The Parties acknowledge that this IGA is subject to cancellation pursuant to A.R.S. § 38-511, the terms of which are incorporated herein.
  
10. Termination. Either Party may terminate this IGA by providing written notice of such Party's intent to do so at least sixty (60) days prior to such termination. Upon such written notification, all rights and duties set forth in this IGA shall immediately terminate.

11. Time of Essence and Successors. Time is of the essence of this IGA and all of its parts. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
12. Headings, Gender. The headings of this IGA are for purposes of reference only and shall not limit or define the meaning of any provisions of this IGA. Wherever appropriate in this IGA, personal pronouns shall be deemed to include other genders, and the singular to include the plural if applicable.
13. Notices. All notices, requests, and other demands hereunder shall be in writing and shall be deemed given on the date received if personally delivered, or notice may be mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

To Town:  
 Richard Manchester, Director of Parks  
 and Recreation  
 Town of Payson  
 303 North Beeline Highway  
 Payson, Arizona 85541  
 (928) 474-5242

To County:  
 Steven L. Besich, County Manager  
 County of Gila  
 1400 East Ash Street  
 Globe, Arizona 85501  
 (928) 425-3231

In the event either Party changes its address, telephone number, or contact person, such Party shall immediately notify the other of such change.

14. Assignment. This IGA or any part thereof shall not be assigned by either Party without the prior written consent of the other, and any such attempt to assign this IGA in contravention of this Paragraph 14 shall render this IGA void.
15. Construction of Agreement. This IGA shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the Party drafting this IGA. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this IGA.
16. Action of Governing Body. Each Party represents to the other and acknowledges that appropriate action to approve this IGA has been duly taken by its governing body.

IN WITNESS WHEREOF, the Parties have executed this IGA effective the day and year first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

TOWN OF PAYSON,  
an Arizona municipal corporation

COUNTY OF GILA, a body politic and  
political subdivision of the State of Arizona

By \_\_\_\_\_  
F. Robert Edwards, Mayor

By \_\_\_\_\_  
Supervisor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Samuel I. Streichman, Town Attorney

\_\_\_\_\_  
Daisy Flores, County Attorney

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## **EXHIBIT “A”**

The property is located within Section 2, Township 10 North, Range 11 East, Gila and Salt River Base and Meridian.