

RESOLUTION 93-234

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CAMP VERDE CLINIC ASSOCIATION, EMS FOR TELEPHONE DISPATCHING SERVICES.

WHEREAS, the Clinic Association needs telephone dispatch services during certain hours and on certain days; and

WHEREAS, the Marshal's Office of the Town of Camp Verde is able to provide said dispatch services for the Clinic Association; and

WHEREAS, the authority of the parties for the services described herein is contained in ARS sections 9-240.7(a) and 48-805.B.8.

NOW, THEREFORE, be it resolved by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona:

Section 1. The Town shall enter into the proposed intergovernmental agreement with the Camp Verde Clinic Association dated June 16, 1993.

Section 2. This resolution is made pursuant to the requirements of ARS Section 11-952.H to file and effect the provisions of the agreement.

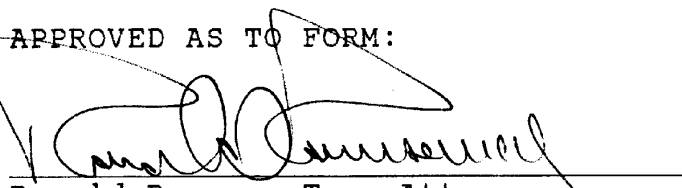
PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona this 16th day of June, 1993.

  
\_\_\_\_\_  
Carter Rogers, Mayor

ATTEST:

  
\_\_\_\_\_  
Dane Bullard, Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ronald Ramsey, Town Attorney

## INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 16th day of June, 1993, by and between the Camp Verde Clinic Association, Inc. EMS Division (Ambulance) hereinafter referred to as the "Association", and the Town of Camp Verde, hereinafter referred to as the "Town".

### WITNESSETH

WHEREAS, the Association needs telephone dispatch service during certain hours and on certain days; and

WHEREAS, the Marshal's Department of the Town of Camp Verde is able to provide dispatch services for the Association.

NOW THEREFORE, in consideration of the mutual covenants and considerations provided herein, IT IS AGREED:

### I

This agreement shall commence as of the 1st day of July, 1993, and terminate on the 30th day of June, 1994, except as herein provided.

### II

The Town shall provide dispatch services to the Association, as follows:

1. Twenty-four (24) hours per day, seven (7) days a week, including holidays, utilizing equipment provided by the Association.
2. In the event of a failure of the equipment provided by the Association, the Marshal's Department will attempt to dispatch ambulance calls utilizing the Marshal's frequencies for a reasonable period of time while Association equipment is being repaired or, replaced, as agreed upon by letter of authority on file with each agency.
3. The Town of Camp Verde shall assume no liability for Association response upon failure of dispatch equipment provided or failure of Association personnel to respond when dispatched.

### III

The Association shall provide ambulance services for the Town of Camp Verde Marshal's Office standby's, Town of Camp Verde Event Standby's and ambulance transport of Town employees or prisoners to the Cottonwood Hospital free of charge.

IV

The Town shall provide dispatch services for the Association following current CVCA EMS dispatching Procedures free of charge.

V

Standards of performance, discipline of officers and other matters incident to the provision of dispatch services shall be the responsibility of the Town and the Marshal. The Association shall not be liable for any payment of any salaries, wages, other compensation or fringe benefits payable to any officer or employee of the Town. The Association's sole responsibility to the Town shall be to provide the Town with the services provided herein.

VI

The Association shall provide equipment and supplies, including telephone equipment, necessary for dispatching telephone calls for the Association except as herein provided.

VII

Either party may terminate this agreement by giving written notice to the other party at least sixty (60) days prior to the date of termination.

This agreement may be extended from year to year by mutual agreement of the parties, stating the compensation and/or services to be paid during such extended term and any other changes. Extensions shall be approved by the respective governing bodies pursuant to A.R.S. Section 11-952.G.

VIII

Upon termination of this agreement all equipment and supplies shall remain the property of the party which supplied it.

IX

This agreement shall not become effective until it is filed in the office of the Yavapai County Recorder.

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Camp Verde Clinic Association

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The authority of the parties for the services described herein is contained in A.R.S. Section 9-240.7(a) and 48.805.B.8.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed in duplicate by their respective officers, being duly authorized to do so, as of the day and year above written.

TOWN OF CAMP VERDE  
ASSOC., EMS

Carter Rogers  
Camp Verde Mayor

CAMP VERDE CLINIC

Jim Balise  
Camp Verde Clinic Assoc.

ATTEST:

Dane Sullard  
Camp Verde Town Clerk

APPROVED AS TO FORM:

Ron Ramsey  
Ron Ramsey, Town Attorney