

RESOLUTION 95-320

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 MONTEZUMA-RIMROCK FIRE DISTRICT FOR TELEPHONE DISPATCHING SERVICES.

WHEREAS, the Fire District 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 Fire District; 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 Montezuma-Rimrock Fire District dated June 21, 1995.

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 21st day of June, 1995.



Carter Rogers, Mayor

ATTEST:



Dane Bullard, Town Clerk

APPROVED AS TO FORM:



Ronald Ramsey, Town Attorney

## INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 21st day of June, 1995 by and between the Montezuma-Rimrock Fire District, hereinafter referred to as the "Fire District" and the Town of Camp Verde, hereinafter referred to as the "Town".

### W I T N E S S E T H:

WHEREAS, the Fire District needs telephone dispatching 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 dispatching services for the Fire District;

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

1. This agreement shall commence as of the 1st day of July 1995 and terminate on the 30th day of June, 1996, except as herein provided.

2. The Town shall provide dispatching services for the Fire District as follows:

a. Twenty-four (24) hours per day, seven (7) days per week, including holidays, utilizing equipment provided by the Fire District.

b. In the event of a failure of the equipment provided by the Fire District, the Marshal's Office will attempt to dispatch fire calls utilizing the Marshal's frequencies for a reasonable period of time while the Fire District equipment is being repaired or replaced as agreed upon by previous letter of authority on file with each agency.

c. The Town shall assume no liability for Fire District response upon failure of dispatch equipment provided or failure of Fire District personnel to respond when dispatched.

3. The Fire District shall pay to the Town TWELVE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$12360.00) per year for the services herein agreed to be provided by the Town. Payments of THREE THOUSAND NINETY DOLLARS (\$3090.00) shall be made on a quarterly basis.

4. The Fire District shall budget and levy taxes sufficient to pay the Town the amounts agreed upon herein. The Town shall budget sufficient monies to provide the services agreed upon herein.

5. 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 Fire District shall not be liable for any salaries, wages, other compensation, or fringe benefits payable to any officer or employee of the Town. The Fire District's sole responsibility to the Town shall be to pay the Town the amount provided herein.

6. The Fire District shall provide equipment and supplies, including telephone equipment, necessary for dispatching telephone calls for the Fire District as herein provided.

7. 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. The agreement may be extended from year to year by mutual agreement of the parties, stating the compensation to be paid for said services during such extended term and any other changes. Extensions shall be approved each year by August 1 by the respective governing bodies pursuant to A.R.S. section 11-952.G and also by amending this agreement in writing by attachment of respective resolutions to this agreement and recording of same with the County Recorder.

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

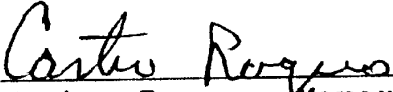
9. This agreement shall not become effective until it is filed in the Office of the Yavapai County Recorder.

10. The authority of the parties for the services described herein is contained in A.R.S. section 48-805 (B) (12) and A.R.S. 9-240.B.7(a).

IN WITNESS WHEREOF, the parties hereto 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.

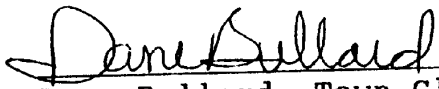
TOWN OF CAMP VERDE

MONTEZUMA-RIMROCK FIRE DISTRICT

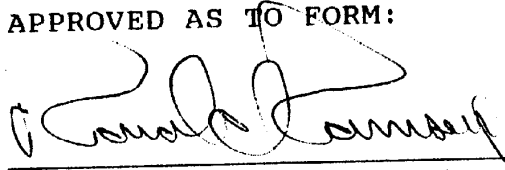
  
Carter Rogers, Mayor

\_\_\_\_\_  
Kent Courtney, Fire Chief

ATTEST:

  
Dane Bullard, Town Clerk

APPROVED AS TO FORM:

  
Ronald Ramsey, Town Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney