

RESOLUTION 97-381

**Resolution to enter into an Intergovernmental Agreement
with the Montezuma-Rimrock Fire District
for Telephone Dispatching Services**

A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to enter into an Intergovernmental Agreement (Agreement) with the Montezuma-Rimrock Fire District for Telephone Dispatching Services:

WHEREAS, the Montezuma-Rimrock Fire District needs telephone dispatch services during certain hours and on certain days; and

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

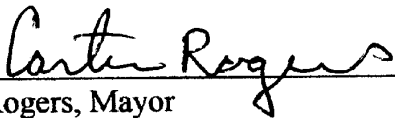
WHEREAS, the authority of the parties for the services described herein is contained in A.R.S. §9-240.7(a) and A.R.S. §48-805.B.8,

NOW THEREFORE THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, RESOLVES AS FOLLOWS:

Section 1. The Town of Camp Verde shall enter into the proposed Agreement with the Montezuma-Rimrock Fire District, dated July 1, 1997.

Section II. This Resolution is made pursuant to the requirements of A.R.S. §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, on this 6th day of August, 1997.

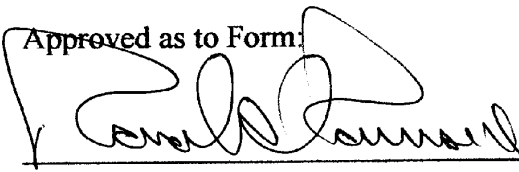


Carter Rogers, Mayor

Attest:



Dane Bullard, Town Clerk

Approved as to Form:


Ronald C. Ramsey, Town Attorney

INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 1st day of July, 1997, by and between the Montezuma-Rimrock Fire District, hereinafter referred to as the "District", and the Town of Camp Verde, hereinafter referred to as the "Town".

WITNESSETH:

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

WHEREAS, the Camp Verde Marshal's Office of the Town is able to provide dispatch services for the District,

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

1. This agreement shall commence as of the 1st day of July, 1997, and terminate on the 30th day of June, 1998, except as herein provided.
2. The Town shall provide dispatching services for the District as follows:
 - a. Twenty-four (24) hours per day, seven (7) days per week, including holidays, utilizing equipment provided by the District.
 - b. In the event of a failure of the equipment provided by the District, the Marshal's Office will attempt to dispatch ambulance calls utilizing the Marshal's frequencies for a reasonable period of time with the Association's equipment is being repaired or replaced, as agreed upon by letter of authority on file with each agency.
 - c. The Town shall assume no liability for District response upon failure of dispatch equipment provided or failure of Association personnel to respond when dispatched.
3. The District shall pay to the Town *twelve thousand, three hundred sixty dollars (\$12,360.00)* per year for the service herein agreed to be provided by the Town. Payments of *three thousand ninety dollars (\$3,090.00)* shall be made on a quarterly basis.
4. The District shall budget and levy taxes sufficient to pay the Town in 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 provisions of dispatch services shall be the responsibility of the Town and the Marshal. The District shall not

be liable for payment of any salaries, wages, other compensation, or fringe benefits payable to any officer or employee of the Town. The District's sole responsibility to the Town shall be to pay the Town the amount provided herein.

6. The District shall provide equipment and supplies, including telephone equipment, necessary for dispatching telephone calls for the District, except as provided herein.
7. Either party may terminate this agreement by giving written notice 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 to be paid for said services during such extended term and any other changes. Extensions shall be approved each year by **August 1st** by the respective governing bodies pursuant to A.R.S. §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 Yavapai County Recorder.
8. Upon termination of this agreement, all equipment and supplies shall remain the property, which supplied 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. §9-240.7(a) and A.R.S. §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 written above.

Town of Camp Verde:


Carter Rogers, Mayor

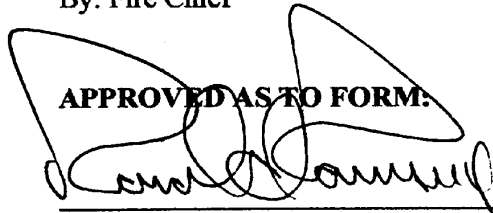
ATTEST:

Dane Bullard, Town Clerk

Montezuma-Rimrock Fire District:

By: Fire Chief

APPROVED AS TO FORM:



Ron Ramsey, Town Attorney