

RESOLUTION 2000-455


**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
CAMP VERDE FIRE DISTRICT FOR DISPATCHING SERVICES**

WHEREAS, two or more public agencies, as defined by ARS 11-951, including a municipality or a special taxing district, may pursuant to ARS 11-952 (1997), through a written and recorded agreement, contract for services, jointly exercise any powers common to the contracting parties, or provide for joint or cooperative actions, and


WHEREAS, the Town Council has reviewed the proposed intergovernmental agreement for dispatch services from July 1, 2000, through June 30, 2001, including the compensation paid to the Town and obligations of the Marshal's Office, and determined that the protection of the health, safety and welfare of the citizens of Camp Verde is furthered by its approval,

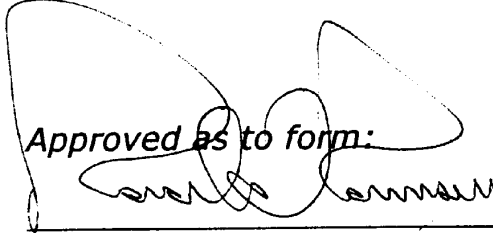
NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE, PURSUANT TO ARS 11-952.H, TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH THE CAMP VERDE FIRE DISTRICT DATED JULY 1, 2000, FOR DISPATCH SERVICES, AND TO ALLOW FOR ITS ANNUAL RENEWAL BY MOTION AS PROVIDED THEREIN.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of October 4, 2000:


Barbara Miller, Mayor

Attest:


Debbie Barber, Town Clerk

Approved as to form:

Ronald C. Ramsey, Town Attorney

INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 1st day of July, 2000 by and between the **CAMP VERDE 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 the mutual covenants and considerations provided herein,

IT IS AGREED:

1. This agreement shall commence upon approval by the parties involved and terminate on the 30th day of June 2001, except as herein provided.
2. The Town shall provide dispatching services for the Districts 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 failure of the equipment provided by the District, the Camp Verde Marshal's Office will attempt to dispatch all fire and ambulance calls utilizing the telephone system and the Marshal's frequencies for a reasonable period of time while the District's equipment is being repaired or replaced, as agreed upon by letter of authority on file with each agency.
 - c. The Marshal's Office shall utilize any and all means available to dispatch the District to all calls per the most current dispatch cards, memos from the Fire Chief, or CAD (Computer Aided Dispatch) system within one (1) minute of receipt of or notification of the emergency call.
 - d. The Marshal's Office shall provide appropriate dispatch staffing levels at all times. A dispatcher call back system shall be in place in the event that one (1) dispatcher is on duty, and radio traffic during emergencies becomes more than one dispatcher can handle.

- e. All dispatchers shall receive adequate proper training prior to being allowed to dispatch. This training shall include all necessary aspects of law enforcement dispatching as well as fire department and emergency medical dispatching.
 - f. The Town shall assume no liability for District response upon failure of dispatch equipment provided by the District or failure of response of District personnel to an emergency when dispatched.
 - g. The Marshal's dispatch center shall tape record all emergency phone calls and emergency radio traffic pertaining to the District. Copies of cassette tape recordings of specific District emergency telephone calls and radio traffic may be made available to District personnel upon completion of an approved dispatch request form. The District shall furnish all cassette tapes necessary for the request.
3. The District shall pay to the Town *forty-one thousand, two hundred dollars* (\$41,200) per year for the service herein agreed to be provided by the Town, with payments being made on a monthly 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/dispatchers and other matters incident to the provisions of dispatch services shall be the responsibility of the Town and the Marshal. However, the District may make suggestions for improvement to the Marshal in regards to the dispatching of the District calls. There shall be at least one (1) meeting per month, scheduled between the dispatch supervisor and an officer of the District to discuss operations. The District shall not be liable for payment of any salaries, wages, or other compensation, or fringe benefits payable to any officer/dispatcher or employee of the Town. The District's sole responsibility to the Town government 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 by the respective governing bodies pursuant to A.R.S. §11-952(H).
8. Upon termination of this agreement all equipment and supplies shall remain the property of the supplying party.
9. This agreement shall be 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 48-805(B)(8).
11. This agreement is subject to the provisions of A.R.S. §38-511.

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:

By: Barbara Miller
Barbara Miller, Mayor

By: John C. Wischmeyer
John C. Wischmeyer, Marshal

Attest: John Roberts
John Roberts, Town Manager

Approved as to Form: Ron Ramsey
Ron Ramsey, Town Attorney

Camp Verde Fire District:

By: Phillip R. Harbeson Sr.
Phillip R. Harbeson, Sr., Fire Chief

By: Jack E. Blum
Jack E. Blum, Secretary/Treasurer

By: Deputy County Attorney
Deputy County Attorney