

RESOLUTION 2000-457

**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 UNIFIED SCHOOL DISTRICT NO. 28 FOR
OPERATION OF THE HERITAGE POOL**

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 operation and maintenance of the public Heritage Pool, 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 UNIFIED SCHOOL DISTRICT NO. 28, DATED OCTOBER 4, 2000, FOR OPERATION AND MAINTENANCE OF THE PUBLIC HERITAGE POOL, WITH SUCH TERMS AMENDING THE ORIGINAL IGA BETWEEN THE PARTIES DATED JULY 29, 1993.

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

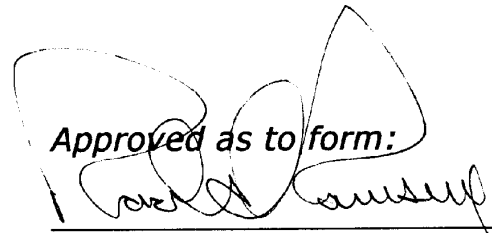


Barbara Miller, Mayor

Attest:



Debbie Barber, Town Clerk

Approved as to form:


Ronald C. Ramsey, Town
Attorney

INTERGOVERNMENTAL AGREEMENT
"Camp Verde Heritage Pool"

THIS AGREEMENT entered into upon the last date of execution by the agencies herein according to law, by and between the Town of Camp Verde, an Arizona municipal corporation (hereinafter "Town"), and the Camp Verde Unified School District No. 28 (hereinafter "District").

W I T N E S S E T H:

WHEREAS, the Town as applicant and the District as third party/partner have filed a grant application with the Arizona State Parks Board dated June 29, 1993, to construct a community swimming pool complex as a public outdoor recreational facility under the federal Land and Water Conservation Fund (LWCF), established by Public Law 88-567 and ARS §41-503, and ARS §15-364

WHEREAS, the application and Town Resolution 93-239 require preparation of an intergovernmental agreement containing the contributions of the parties toward the grant, equal sharing of operational costs, and responsibilities of the parties for operation of the facility,

NOW THEREFORE, the Town and District agree as follows:

1. Site Management.

- (a) The Town will be responsible for scheduling use of the pool and related facilities, primarily through its Parks & Recreation Department. During the time the schools are in session, priority in scheduling will be given to the students and school-sponsored activities.
- (b) The Town will hire and schedule all staff and employees for operation of the pool and related facilities. The Town assumes responsibility and liability for its employees hired pursuant to this agreement. Additionally, the Town will operate and maintain the pool and related facilities.
- (c) The District will provide liability insurance and property insurance for use of the facility as part of its general policy.
- (d) User revenues will be set by the Town, and collected into a separate account for expenditure on operational costs.
- (e) In the event the District sells or abandons the property on which the pool facility is located, it shall first offer to the Town the site and necessary related grounds at a price which is reasonable market value, less the funds already contributed by the Town for the grant construction, and all subsequent capital contributions including repairs and expansions. Such sale or abandonment shall be contingent upon completion of the 25-year lease or repayment

of grant funds per Resolution 99-201 of the District, dated February 9, 1999.

- 2. Duration.** This agreement will remain in effect until cancelled by either party. The Town and the District agree to prepare and adopt necessary budgets annually to meet their monetary responsibilities described in the grant application and asset forth herein.
- 3. Cancellation.** This agreement may be terminated by a majority vote by the governing board of either party subject to the following:
- (a) The Party terminating the agreement must notify the other party in writing by December 15 of the year prior to the effective date of termination. The effective date of termination will be June 30 of the year after notification.
 - (b) Once terminated, the scheduling preference contained in 1(a) above will cease.
 - (c) Once terminated, the financial contribution contained in Part 4 of this agreement will cease, except that the District will continue to provide water for the pool so long as the Town operates the pool, with reimbursement by the Town as negotiated at that time.
 - (d) Once terminated, the condition of 1.e continues.

4. District Financial Contribution

The District will make an annual financial contribution to the facility operational and maintenance costs in the sum of \$12,800. And will provide water, electricity and facility insurance per 1(c). The Town will invoice the District not later than May 15 and the District will pay the Town not later than June 30 of each year beginning 2001. The Town and District agree to a three-year review of expenses.

Town of Camp Verde

Barbara Miller
Barbara Miller, Mayor

10-10-2000
Date:

ATTEST

Deborah Barber
Deborah Barber, Clerk

APPROVED AS TO FORM:

Ron Ramsey
Ron Ramsey, Town Attorney

Camp Verde Unified School District No. 28

By: Charles German

Date: 11/14/2000

ATTEST:

By: Jane E. Polli
Clerk

APPROVED AS TO FORM:

By: Victoria E. Ullrich
Yavapai County Attorney