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**AGENDA
WORK/SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
WEDNESDAY, May 19, 2010
5:15 p.m.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Discussion, consideration, and possible approval of an Intergovernmental Agreement (IGA) between the Town of Camp Verde and the Camp Verde Fire District with mutual covenants and conditions providing for the Town's need for fire protection for specified Town-owned and/or leased properties with existing structures and providing for the waiving of Building Permit Fees for all current and proposed structures to be built by the Fire District for the term listed in the IGA. Staff Resource: Mike Jenkins**
- 4. Adjournment**

Posted by:

Wendy Jones

Date/Time:

5-13-2010

9:00 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 19, 2010

Meeting Type: Special / Work Session

Consent Agenda **Regular Business**

Reference Documents: ATTACHED:

- Draft IGA, Town of Camp Verde and the Camp Verde Fire District

Agenda Title (be exact): Discussion, consideration and possible approval of an Intergovernmental Agreement (IGA) between the Town of Camp Verde and the Camp Verde Fire District with mutual covenants and conditions providing for the Town's need for Fire Protection for specified Town owned or leased properties with existing structures and providing for the Waiving of Building Permit Fees for all current and proposed structures to be built by the Fire District for the term listed in the IGA.

Purpose and Background Information: At the Special / Work Session of the Mayor and Common Council on April 28, 2010, The Council provided staff with direction to prepare an Intergovernmental Agreement with the Camp Verde Fire District.

The Council provided specific direction to staff as follows:

- Include wording in the IGA that would provide for the condition that should either party terminate the IGA within six (6) months of its approval then, all fees waived or costs due to fire or emergency responses would be paid by the entity responsible. (This was discussed with the Fire District and it was felt that a one year time period would be best for both entities).

Recommendation (Suggested Motion): Motion to approve the IGA as presented to Council and approved by the Town Attorney with any changes as provided by the Council.

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: Provided in the Intergovernmental Agreement

Submitting Department: Community Development

Contact Person: Michael Jenkins, Acting Community Development Director
Action Report prepared by: Michael Jenkins

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this 19 day of May 2010, by and between the **CAMP VERDE FIRE DISTRICT**, hereinafter referred to as the "**FIRE DISTRICT**," and the **TOWN OF CAMP VERDE**, hereinafter referred to as the "**TOWN**."

WHEREAS, the Town needs fire protection for the properties listed in Exhibit A (the "**Property**"); and

WHEREAS, the Fire District is able to provide fire protection to said area;

NOW THEREFORE, in consideration of the mutual covenants and conditions provided herein,

IT IS AGREED:

The Fire District will provide fire protection to the Property on the terms and conditions hereinafter stated.

1. The Fire District shall have the authority and permission to access the Property and carry out its duties and responsibilities pursuant to the IGA, for both fire protection and emergency medical services.
2. The Fire District shall provide fire safety inspections, upon request from the Town, of all existing and future Town owned structures on the Property at no additional cost to the Town. Plans for all additions and or remodels on Town owned or leased property shall be submitted to the Fire District for review, prior to any construction.
3. The Fire District shall provide CPR, AED and similar training to the Town as needed or requested at no additional cost to the Town.
4. The Fire District shall have the right to access any and all Town owned or leased property for all necessary preplanning and fire suppression training.
5. The Fire District will respond to vehicle accidents and vehicle fires on the Property. However, the Fire District retains the right to bill those parties responsible, other than those vehicles owned by the Town.

6. The Fire District will respond to Emergency Medical Calls when an ambulance service is needed and requested. However, the Fire District retains the right to bill for Emergency Medical Services provided to those parties involved in the emergency as required by the Arizona Department of Health Services.
7. In the event that the Fire District has to order special material or supplies for a hazardous materials incident that occurs on Town owned or leased property, the Town shall be responsible for the cost of such materials up to ten thousand (\$10,000). (The exception would be if any person or entity other than the Town is the cause of the incident, then that person or entity shall be responsible for all costs.)
8. The Fire District shall not be held responsible or liable for any injury, loss of life, or property damage due to the lack of response and/or the length of response time to the scene of the emergency on the Property.
9. If the Fire District is already committed to an emergency, the Fire District shall respond to the emergency on the Town owned or leased property as soon as Fire District manpower and equipment becomes available or will call for mutual aid response from another Fire District/Department to assist until the Camp Verde Fire District can respond.
10. The term of this IGA will be for three (3) years commencing on MAY 19, 2010. Thereafter it shall be deemed renewed for successive one-year terms as of July 1 of each year unless either party provides written notice to the other party of intent not to renew no less than sixty (60) days prior to the expiration date of the initial term or any renewal thereof.
11. In the event that either party decides not to renew or terminate this agreement; any uncompensated services provided in the last Twelve (12) months prior, shall be billed and paid accordingly.
12. In return for said services described herein, the Town agrees that in light of the value of the services provided by the Camp Verde Fire District under this Agreement, all permit and development fees for all current and future structures to be built on the Camp Verde Fire District properties by the Camp Verde Fire District shall be deemed paid. All construction shall follow the Town adopted Building Code requirements for permits, plan review and Inspections.

13. The Town shall notify the Fire District of any new construction or additions or deletions to existing structures on properties listed in Exhibit A for adjustments to this agreement. It is further acknowledged and agreed that additions to any properties listed in Exhibit A are subject to approval by both parties. The Town reserves the right to amend Exhibit A to delete properties owned or leased by the Town.

14. This agreement may be terminated by either party, with or without cause, by giving written notice to the other party at least sixty (60) days prior to termination.

The authority of the parties for the services described herein is contained in A.R.S. 9-240.B.7.a and A.R.S. § 48.805.B.8.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

CAMP VERDE FIRE DISTRICT

TOWN OF CAMP VERDE

By: _____
Phillip R. Harbeson Sr.
Fire Chief

By: _____
Bob Burnside
Mayor

By: _____
Jack E. Blum
Secretary/Treasurer

ATTEST:

City Clerk

Date: _____

ATTORNEY DETERMINATIONS

The above Agreement has been reviewed pursuant to A.R.S. § 11-952, by the undersigned attorney for the Camp Verde Fire District, who has determined that it is in the proper form and is within the powers and authority granted to the Camp Verde Fire District.

By: _____
Attorney for Fire District

The above Agreement has been reviewed pursuant to A.R.S. § 11-952, by the undersigned attorney for the Town of Camp Verde, Arizona, who has determined that it is in the proper form and is within the powers and authority granted to the Town of Camp Verde, Arizona.

By: _____
Town Attorney

EXHIBIT A

PROPERTIES COVERED IN CONTRACT:

1. **404-18-171A**
2. **404-18-187P**
3. **404-19-018B**
4. **404-19-018C**
5. **404-19-019**
6. **404-22-123**
7. **404-22-124**
8. **404-22-125**
9. **404-22-126A**
10. **404-23-011**
11. **404-28-060B**
12. **404-28-061A**