



**RESOLUTION 2009-784**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF  
CAMP VERDE, ARIZONA, APPROVING AN INTERGOVERNMENTAL  
AGREEMENT WITH THE YAVAPAI COUNTY DEVELOPMENT SERVICES  
DEPARTMENT FOR BUILDING SAFETY SUPPORT SERVICES**

**WHEREAS**, the County, through its Development Services Department, provides services related to Building Safety Support Services as needed, in the unincorporated areas of Yavapai County including the areas surrounding the corporate boundaries of the Town; and

**WHEREAS**, the Town wishes to enter into an agreement whereby the County will provide certain Building Safety Support Services as needed, for the benefit of the Town and its residents.

**NOW THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF  
CAMP VERDE, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

*Pursuant to ARS §11-952, the Town shall enter into the intergovernmental agreement with the Yavapai County Development Service Department for joint or cooperative action to provide Building Safety Support Services, under the terms and conditions set forth in the Intergovernmental Agreement.*

**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE  
TOWN OF CAMP VERDE, ARIZONA, this 16 day of September, 2009.**

  
\_\_\_\_\_  
Bob Burnside, Mayor

Date: 9-22-09

Attest:   
\_\_\_\_\_  
Deborah Barber, Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bill Sims, Town Attorney

Recorded at the Request of:

**Board of Supervisors**  
Folder

When Recorded, Mail to:

THIS IS A CONFORMED COPY OF INSTRUMENT  
RECORDED ON DATE 10/1/09 TIME 11:31  
IN BOOK 4047 PAGE 313  
ANA WAYMAN-TRUJILLO, RECORDER  
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INTERGOVERNMENTAL AGREEMENT BETWEEN YAVAPAI COUNTY  
AND TOWN OF CAMP VERDE FOR BUILDING SAFETY SUPPORT SERVICES

**INTERGOVERNMENTAL AGREEMENT  
TOWN OF CAMP VERDE/YAVAPAI COUNTY**

**Building Safety Support Services**

THIS AGREEMENT is entered into this 21<sup>st</sup> day of September, 2009, by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County"), and the Town of Camp Verde, a municipal corporation of Arizona (hereinafter the "Town")

*WHEREAS*, the County, through its Development Services Department, provides services related to Building Safety Support Services as needed, in the unincorporated areas of Yavapai County including the areas surrounding the corporate boundaries of the Town; and

*WHEREAS*, the Town wishes to enter into an agreement whereby the County will provide certain Building Safety Support Services as needed, for the benefit of the Town and its residents; and

*WHEREAS*, the parties are authorized pursuant to ARS §11-952, to enter into agreements for joint or cooperative action.

NOW, THEREFORE, the parties agree as follows:

**1. County Services Provided.** For the Town Building Department on an as needed basis, the County, through its Development Services Department agrees to provide the following services (the "County Services Provided")

- 1.1 Residential and commercial building inspections within five (5) business days of request, on average, for inspection, based on Town codes.
- 1.2 Residential plan review within fifteen (15) business days, on average, of submittal of complete plans in proper format, based on Town codes.
- 1.3 Involvement of a Senior Plans Examiner or Chief Building Official in pre-application meetings, but the Town will not have the right to request such attendance more than two (2) times per month.
- 1.4 Involvement of a County plan reviewer on large commercial projects, as needed.
- 1.5 The Yavapai County Building Official will be available, at reasonable and mutually agreed times to provide 'advice and consult' services, including written determinations based on interpretations of the adopted Building Codes, to the Town Building Department in the absence of the Town Building Official, as provided for by Town Code Chapter 7, Article 7-4.

**2. Payment for Services.** In consideration for the County/Town agreement to provide the County Services Provided, the Town agrees to pay the fees for the County Services Provided per the County schedule, as revised from time to time and attached hereto as Exhibit A (County). Payment shall be made monthly by the Town within 15 calendar days from receipt of a statement of County Services Provided.

**3. Term of Agreement.**

- 3.1 Initial Term Automatic Renewal. The initial term of this agreement shall commence on the 21<sup>st</sup> day of October, 2009, and shall terminate on October 21, 2010. It shall, thereafter be deemed automatically renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) calendar days prior to the expiration of the then-current initial or renewal term.

- 3.2 Cancellation. Either party may cancel this Agreement for any reason with sixty (60) calendar days advance notice in writing.
- 3.3 Termination for Breach. In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) calendar days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.

**4. Miscellaneous.**

- 4.1 Indemnification and Insurance. To the extent permitted by law, each Party shall save, hold harmless and indemnify the other Party, its officers, employees or agents for any liability created in connection with performance under this Agreement. Both parties shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the other Party from claims, damages or other losses arising out of performance under this Agreement.
- 4.2 Severability. The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of *any* other provision hereof, so long as the original intent of the parties is not defeated thereby.
- 4.3 Applicable Law. The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona. Venue is proper in Yavapai County Superior Court.
- 4.4 Disputes; Trial by Court. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
- 4.5 Disputes; Attorney Fees. The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitle to an award of attorneys' fees, either pursuant to the Agreement, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
- 4.6 Entire Agreement. This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by written instrument signed by the authorized agents of the parties hereto.
- 4.7 Notices. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Town: Town of Camp Verde  
Town Manager  
473 S. Main St., Suite 102  
Camp Verde, AZ 86322

County: Yavapai County  
County Administrator  
1015 Fair Street  
Prescott, AZ 86305

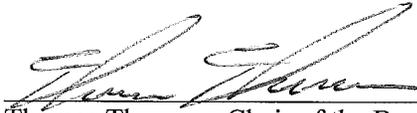
With copy to: Yavapai County  
Development Services Director  
Marina Street Annex  
500 South Marina Street  
Prescott, AZ 86303

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

- 4.8 Recording. This Agreement shall be recorded by the County in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G).
- 4.9 Conflict of Interest. This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which *are* incorporated by reference herein.

APPROVALS

Yavapai County, a political subdivision of the State of Arizona

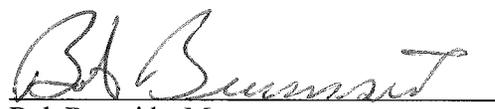
  
\_\_\_\_\_  
Thomas Thurman, Chair of the Board of Supervisors

9/30/09  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Julie Ayers, Clerk of the Board

Town of Camp Verde, a municipal corporation of Arizona

  
\_\_\_\_\_  
Bob Burnside, Mayor

9-25-09  
\_\_\_\_\_  
Date

Attest:

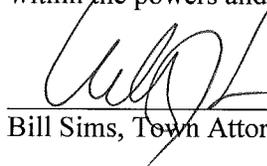
  
\_\_\_\_\_  
Debbie Barber, Town Clerk

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

  
\_\_\_\_\_  
David S. Hunt, Deputy County Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Camp Verde, who has determined that the agreement is in proper form and is within the powers and authority granted under laws of this State to the Town of Camp Verde.

  
\_\_\_\_\_  
Bill Sims, Town Attorney