



**RESOLUTION 2010-819**

**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, and the Mayor is authorized to execute the agreement on behalf of the Town.*

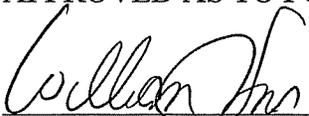
**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE  
TOWN OF CAMP VERDE, ARIZONA, this 20<sup>th</sup> day of October, 2010.**

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

Date: 10-21-2010

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 11-23-10 TIME 10:00AM

IN BOOK 4778 PAGE 463

ANA WAYMAN-TRUJILLO, RECORDER

Rinde S. Holland DEPUTY

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INTERGOVERNMENTAL AGREEMENT BETWEEN YAVAPAI COUNTY  
& 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 20th day of October, 2010, 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 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 -20th day of October, 2010, and shall terminate on June 30, 2011. 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 Contractor Immigration Warranty

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter “Contractor Immigration Warranty”)
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor’s Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.
- E. A party will not be considered in materially breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- G. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

- 4.2 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.

- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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

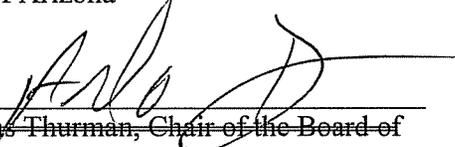
With copy to: Yavapai County  
                   Development Services Director  
                   Marina Street Annex  
                   500 South Marina Street  
                   Prescott, AZ 86303

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.

- 4.9 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).
- 4.10 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.

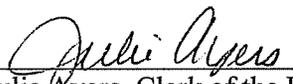
APPROVALS

Yavapai County, a political subdivision of the State of Arizona

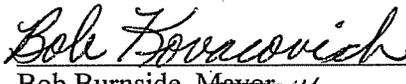
  
~~Thomas Thurman, Chair of the Board of Supervisors~~  
Chip Davis, Chair of the Board of Supervisors

11/15/10  
Date

Attest:

  
Julie Ayers, Clerk of the Board

Town of Camp Verde, a municipal corporation of Arizona

  
~~Bob Burnside, Mayor~~  
Bob Kovacovich, Vice Mayor

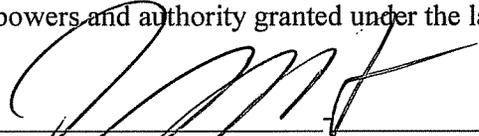
10-26-10  
Date

Attest:

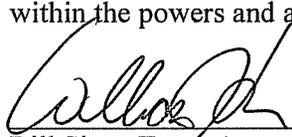
  
Debbie Barber, Town Clerk

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

# Exhibit A

THE YAVAPAI COUNTY BOARD OF SUPERVISORS DOES HEREBY RESOLVE THAT THESE FEES ARE NECESSARY AND JUSTIFIED FOR THE ENFORCEMENT AND ADMINISTRATION OF THE MODEL CODES AND ORDINANCES GOVERNING GRADING AND CONSTRUCTION WITHIN THIS COUNTY AS PROVIDED BY ARS 11-251.08.

## VALUATION & FEE SCHEDULE

TOTAL VALUATION	FEE
\$1.00 to \$5,000.00	\$100.00
\$5,001.00 to \$25,000.00	\$100.00 for the first \$5,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$349.75 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$574.75 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$887.25 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$2,887.25 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$5,012.25 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours.....	\$ 100.00 per hour*
2. Re-inspection fees assessed under provisions of Adopted Codes.....	\$ 100.00
3. Inspections for which no fee is specifically indicated; ..... site investigation, courtesy, special inspections	\$ 100.00 per hour*
1. Additional plan review required by changes, additions or revisions to plans ... (minimum charge – one hour).....	\$ 50.00 per hour*
2. Use of outside consultants for plan review, building inspection, or both.....	Actual Costs**
6. Fee for Application Extension.....	\$ 25.00
7. Fee for Permit Extension.....	\$ 25.00
8. Fee for 2 <sup>nd</sup> Permit Extension... (Site Investigation Included) .....	\$ 50.00
9. Fee for Temporary Certificate of Occupancy.....	\$300.00 Residential \$500.00 Commercial
*Or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
**Actual costs include administrative and overhead costs.	