

After recording, return to:

City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

**INTERGOVERNMENTAL AGREEMENT
FOR FIRE SERVICES**

**City of Flagstaff
and
Coconino County**

This intergovernmental agreement for services ("Agreement") is entered into this ____ day of _____, 2012, between the City of Flagstaff ("CITY"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Fire Department ("DEPARTMENT"), and Coconino County (the "COUNTY"), a political subdivision of the State of Arizona with offices located at 219 E. Cherry Avenue, Flagstaff, Coconino County, Arizona.

RECITALS

- A. The COUNTY, a political subdivision of the State of Arizona, seeks to obtain fire services for its property at Fort Tuthill County Park ("FTCP"), located in Section 6, Township 20 North, Range 7 East, also known as Assessor's Parcel Numbers 116-13-005A and 116-13-008 described in Exhibit A.
- B. The CITY, through its DEPARTMENT, operates, manages and maintains fire services.
- C. The COUNTY desires that the CITY, through the DEPARTMENT, provide fire services for incidents occurring within the boundary response area of FTCP.
- D. The CITY is authorized to enter into agreements to provide fire protection services by Flagstaff City Code Section 5-01-001-0001 and is willing to provide such services to FTCP in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration and Termination of Agreement

This Agreement shall become effective upon execution by the parties. The DEPARTMENT will begin service to the COUNTY at 12:01AM on _____, 2012, and, subject to early

termination or renewal as provided below, will continue to provide services as described in this Agreement to the COUNTY for a period of five (5) years, with the Agreement terminating at 11:59PM on _____, 2017. The CITY shall also have the right to terminate the Agreement upon written notice to the COUNTY in the event the COUNTY fails to make any payment due the CITY under this Agreement within thirty (30) calendar days after receiving written notice from the CITY that such payment is past due.

2. Level of CITY Services

The CITY, through the DEPARTMENT, agrees to provide fire services to the COUNTY twenty-four (24) hours a day, seven (7) days a week as described below. The COUNTY acknowledges and agrees that DEPARTMENT's ability to provide services under this Agreement is contingent upon the availability of equipment and personnel to respond adequately to conditions within the CITY in addition to responding to calls for service within the COUNTY.

2.1 Personnel. All DEPARTMENT response personnel will be certified as firefighters under state of Arizona guidelines. All response personnel will have been trained to the operations level for Hazardous Materials and Weapons of Mass Destruction response.

2.2 Staffing levels. Each fire apparatus responding to an incident within FTCP will be staffed with a minimum of three (3) fire/emergency medical services personnel (collectively, "One Unit"). On confirmed structural fires or larger wild land fires, additional units will be dispatched, as well as a Chief Officer who will assume command operations.

2.3 Station Locations and Response Assignments. Units will respond from the closest available fire stations. Additional support or back-up personnel will be provided from the CITY's next closest and available facility. The DEPARTMENT will not have equipment or personnel stationed at FTCP facilities. The initial response to a structure fire will be a minimum of two (2) fire companies and a Chief Officer, which is a minimum of seven (7) personnel. An automatic fire alarm sounding will receive a One Unit response. The CITY may alter staffing assignments and response patterns to FTCP if such changes are consistent with services provided to CITY'S residents or other contract entities. The CITY's goal is that the travel time from a fire station to the gate of FTCP will be approximately five (5) minutes. The CITY and the COUNTY both acknowledge, however, that actual response times to FTCP will vary, depending upon the circumstances of each call.

2.4 Emergency Communications Center (911). The COUNTY will make every effort to ensure that its staff directs all requests for assistance to the combined City/County Emergency 911 Dispatch Center. This facility is staffed and operated by trained emergency dispatchers 24-hours a day, seven days per week. All communications are time-stamped and radio transmissions are voice recorded. Dispatchers maintain constant contact with responding and on-scene personnel to provide support and to dispatch additional resources.

2.5 Road Access. The COUNTY will cooperate with the DEPARTMENT in seeing that all roadways have clear access for emergency response vehicles.

2.6 Personnel and Equipment Shortages. COUNTY acknowledges and agrees that the occurrence of a major fire, several concurrent fires, other emergency, reduction in force, road closure, or other situation resulting in a shortage of available personnel or equipment may cause DEPARTMENT to respond with fewer units or personnel than specified above.

2.7 Response Time. COUNTY acknowledges and agrees that DEPARTMENT response times are subject to variations due to existing weather conditions, travel distance for fire units already engaged elsewhere, traffic conditions, property identification and the provision of standard access and routing information to property or individuals, and that under these circumstances DEPARTMENT may be unable to respond, or be delayed in responding, to an emergency call in the COUNTY.

2.8 Expenses for Wildland Services. COUNTY shall be solely responsible for costs incurred as a result of outside agency responses, including state and federal agencies and contractual service providers.

2.9 Stand-by Services. Services provided by CITY for special events, fire watch, and similar items outside the normal scope of services shall be subject to additional charges to be paid by the COUNTY.

2.10 Fuel Management Services. The COUNTY shall be responsible for additional charges associated with services provided by the CITY, which are related to fuel management, such as treatment and burns.

3. Fees for Service

The DEPARTMENT will provide the services described in this Agreement on a flat-rate basis.

3.1 Initial Flat Rate Fee. For the first year of service provided by the DEPARTMENT under this Agreement, the rate shall be \$6,000.00. The rate for years two through five shall be as follows:

Year 2:	\$7,500.00
Year 3:	\$9,000.00
Year 4:	\$10,500.00
Year 5:	\$12,000.00

Fees for subsequent years may be adjusted by mutual agreement of the parties.

3.2 Method of Payment. The COUNTY shall make payments in full to the CITY within thirty (30) days of receiving an invoice from the CITY.

4. Liability and Indemnification

4.1 Force Majeure. The CITY, the DEPARTMENT and their agents, officials and employees, shall not be liable to the COUNTY for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the CITY, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the CITY.

4.2 Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5. Dispute Resolution

5.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6409, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

5.2 Legal Action. The mediation provision above is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

5.3 Litigation and Attorneys Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs, including reasonable attorneys' fees and court costs from the non-prevailing party.

6. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to the CITY:

Fire Chief
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Copy to:

Deputy City Manager, Operations
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

If to COUNTY:

County Manager
219 E. Cherry Avenue
Flagstaff, AZ 86001

Copy to:

Director, Parks and Recreation
Fort Tuthill County Park
2446 Fort Tuthill Loop
Flagstaff, AZ 86001

7. General Provisions

7.1 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

7.2 Integration: Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement, signed by or for both parties, and any modification or amendment will become effective on the date so specified.

7.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, either the CITY or the COUNTY may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

7.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

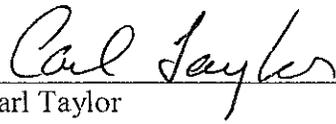
7.5 Termination for Lack of Funds. The COUNTY agrees to levy in good faith an amount sufficient to pay for the services to be provided by the CITY under this Agreement. If the COUNTY determines that there will not be sufficient tax revenues available to the COUNTY to pay for services of this Agreement, the COUNTY may terminate this Agreement by giving the CITY ninety (90) days' notice of the lack of available funds. Termination of this Agreement will not relieve the COUNTY of the obligation to pay the CITY the pro rata portion of the annual amount due before the termination date of the Agreement. In the event of termination, CITY agrees to refund to COUNTY on a pro rata basis fees paid by COUNTY in advance for any period following the date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Flagstaff

Coconino County

Mayor

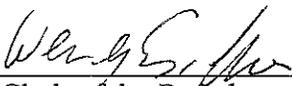


Carl Taylor
Board of Supervisors

Attest:

Attest:

City Clerk



Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney



Deputy County Attorney

EXHIBIT A

"FORT TUTHILL FAIRGROUNDS PARCEL"

APN: 116-13-005A

As described in State of Arizona Patent No. 6929 of July 5, 1989 according to the official records of Coconino County, Docket 1294, Page 837, Instrument No. 89-16886 more particularly described as follows:

That part of Lots 1, 2, 6, AND 7; the South Half of the Northeast Quarter (S2NE4); the East Half of the Southwest Quarter (E2SW4); the North Half of the Southeast Quarter (N2SE4) and the Southwest Quarter of the Southeast Quarter (SW4SE4) OF Section 6, Township 20 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona more particularly described as follows:

BEGINNING at the Northeast corner of said Section 6;
thence South along the East line of said Section, a distance of 4302.28 feet;

thence North 87 degrees 44 minutes 40 seconds West, 246.19 feet;

thence North 77 degrees 03 minutes 05 seconds West, 568.79 feet;

thence North 85 degrees 56 minutes 16 seconds West, 405.58 feet;

thence North 75 degrees 42 minutes 14 seconds West, 501.74 feet;

thence North 79 degrees 27 minutes 30 seconds West, 304.39 feet;

thence South 10 degrees 32 minutes 30 seconds West, 206.76 feet;

thence North 79 degrees 27 minutes 30 seconds West, 22.00 feet;

thence South 10 degrees 32 minutes 30 seconds West, 54.00 feet;

thence North 79 degrees 27 minutes 30 seconds West, 37.00 feet;

thence North 10 degrees 32 minutes 30 seconds East, 54.00 feet;

thence North 79 degrees 27 minutes 30 seconds West, 475.00 feet;

thence South 10 degrees 32 minutes 30 seconds West, 170.00 feet;

thence North 79 degrees 27 minutes 30 seconds West, 400.00 feet;

thence North 10 degrees 32 minutes 30 seconds East, 50.00 feet;

thence North 79 degrees 27 minutes 30 seconds West, 365.00 feet;
thence South 10 degrees 32 minutes 30 seconds West, 300.00 feet;
thence South 79 degrees 27 minutes 30 seconds East, 150.00 feet;
thence South 63 degrees 37 minutes 30 seconds East, 1194.31 feet;
thence North 10 degrees 32 minutes 30 seconds East, 652.62 feet;
thence North 55 degrees 32 minutes 30 seconds East, 424.26 feet;
thence South 79 degrees 27 minutes 30 seconds East, 4.39 feet;
thence South 75 degrees 42 minutes 14 seconds East, 62.37 feet;
thence South 55 degrees 32 minutes 30 seconds West, 447.78 feet;
thence South 10 degrees 32 minutes 30 seconds West, 779.49 feet;
thence South 36 degrees 19 minutes 07 seconds West, 333.11 feet to a point on the South line of said Section 6;
thence South 89 degrees 54 minutes 32 seconds West along said South line, 316.83 feet to the South quarter corner of said Section;
thence South 89 degrees 42 minutes 26 seconds West 2650.47 feet to the Southwest corner thereof;
thence North 0 degrees 16 minutes 38 seconds East along the West line of said Section, 2515.68 feet;
thence East 1992.90 feet;
thence North 42 degrees 23 minutes 40 seconds East, 162.70 feet;
thence South 47 degrees 36 minutes 20 seconds East, 223.55 feet;
thence North 32 degrees 48 minutes 00 seconds East, 664.77 feet;
thence North 37 degrees 52 minutes 20 seconds East, 335.32 feet;
thence South 65 degrees 58 minutes 56 seconds East, 723.13 feet;
thence North 10 degrees 04 minutes 54 seconds East, 1015.93 feet;

thence North 11 degrees 15 minutes 07 seconds East, 1335.02 feet to a point on the North line of said Section 6;

thence North 89 degrees 44 minutes 19 seconds East along said North line, 1362.35 feet to the PLACE OF BEGINNING.

Containing 354.7446 acres, more or less.

AND

"FORT TUTHILL AMPHITHEATRE PARCEL"

APN: 116-13-008

That part of the South half of the Southeast quarter (S2SE4) of Section 6, Township 20 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona according to the official records of Coconino County Records Instrument No. 3001237(State of Arizona Patent No. 53-101160-01), more particularly described as follows:

Parcel "A"

Beginning at the Southeast corner of said Section 6;

thence due North along the East line of said Section, a distance of 1010.00 feet;

thence North 87 degrees 44 minutes 40 seconds West, a distance of 246.19 feet;

thence North 77 degrees 03 minutes 05 seconds West, a distance of 568.79 feet;

thence North 85 degrees 56 minutes 16 seconds West, a distance of 405.58 feet;

thence North 75 degrees 42 minutes 14 seconds West, a distance of 439.37 feet;

thence South 55 degrees 32 minutes 30 seconds West, a distance of 447.78 feet;

thence South 10 degrees 32 minutes 30 seconds West, a distance of 779.49 feet;

thence South 36 degrees 19 minutes 07 seconds West, a distance of 333.11 feet to a point on the South line of said Section 6;

thence North 89 degrees 54 minutes 32 seconds East, along said South line, a distance of 2339.76 feet to the place of beginning.

Containing 54.95 acres, more or less.

That part of the South half of the Southeast quarter of Section 6, Township 20 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, more precisely described as follows:

Beginning at a point from which, the Southeast corner of said Section 6 bears South 52 degrees 30 minutes 27 seconds East, a distance of 2136.79 feet;

thence South 55 degrees 32 minutes 30 seconds West, a distance of 424.26 feet;

thence North 10 degrees 32 minutes 30 seconds East, a distance of 300.00 feet;

thence South 79 degrees 27 minutes 30 seconds East, a distance of 300.00 feet to the place of beginning.

Containing 1.03 acres more or less.

Total acreage containing 410.72 acres more or less.