INTERGOVERNMENTAL AGREEMENT
BETWEEN TOWN OF PRESCOTT VALLEY AND CENTRAL YAVAPAI FIRE DISTRICT

Preamble

This Intergovernmental Agreement (IGA) is made and entered into this 16th day of July, 2013, by and between the TOWN OF PRESCOTT VALLEY, an Arizona municipal corporation (hereafter "PV"), and the CENTRAL YAVAPAI FIRE DISTRICT, a political subdivision of the State of Arizona ("CYFD"). CYFD and PV may also be referred to herein as a "Party" and jointly referred to herein as the "Parties".

Recitals

WHEREAS, CYFD and PV are both empowered pursuant to A.R.S. §11-952, etc., A.R.S. §9-240 etc., and A.R.S. §48-805, etc., to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

WHEREAS, PV desires to host CYFD Board of Directors' monthly and other meetings at its facility and to contemporaneously televise same, and to thereafter make electronic audio-visual recordings of same available over the internet to the public; and

WHEREAS, CYFD holds Board of Directors' meetings once per month and other meetings as required, and desires to live televise same and to arrange for the electronic audio-visual dissemination of same over the internet;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties agree as follows:

Covenants

SECTION 1 - PURPOSE

The purpose of this Intergovernmental Agreement ("Agreement") is to reach an agreement between PV and the CYFD for PV to provide a venue for monthly and other meetings of the CYFD Board of Directors, and for the electronic recording, electronic document presentation, and televised dissemination of the live meetings to members of the public in support of CYFD for Board of Directors' meetings, monthly and otherwise. Additionally, any meeting so televised will be made available by PV within 72 hours thereafter through web-based electronic dissemination to all members of the public.

SECTION 2 - SCOPE

CYFD's Responsibilities and Obligations:

(a) CYFD shall provide a schedule of all regular and special meetings of the Board of Directors to PV at the date of signing hereof. CYFD will provide no less than one week's notice in advance of any unscheduled special meeting, or such advance notice as the parties may otherwise agree in writing.

(b) CYFD shall vacate the venue 30 minutes prior to the start of any subsequent, regularly scheduled meeting, with one week's advance notice by PV to CYFD of same.

(c) Any and all digital recordings both audio and visual of CYFD Board meetings shall be the sole property of CYFD.

PV's Responsibilities and Obligations:

(a) PV shall make available to CYFD the Prescott Valley Public Library Auditorium located at 7401 E. Civic Circle, Prescott Valley, Arizona 86314 during the scheduled meeting times and dates.

(b) PV shall provide at its own expense and be solely responsible for all staff and all equipment necessary to broadcast the CYFD meetings on local government access channel 15, shall provide a master DVD of all recorded meetings, shall post the meeting on www.PVAZ.net, and shall support video on demand via a link from the CYFD website, all to be available no more than 72 (seventy-two) hours after a meeting. In the event of an interruption of broadcast services at the Prescott Valley Public Library Auditorium, PV will provide broadcast services for scheduled meetings at another convenient location as agreed between the parties.

(c) PV shall provide data to CYFD on request to reflect the number of unique internet requests to view any given meeting via the internet.

(d) PV shall provide audio/visual training to enable CYFD staff to display to the audience of documents, video and audio exhibits during all meetings. However, nothing herein shall be understood to allow CYFD to use the electronic voting capability in the Auditorium.

(e) PV shall provide a convenient secure venue with telephonic conferencing capability for the purpose of holding executive session meetings pursuant to Arizona Revised Statutes. CYFD will be solely responsible for the recording of these sessions.

(f) PV shall provide CYFD with one week's advance notice of any subsequent, regularly scheduled meeting by another agency starting

after the CYFD meeting and CYFD shall vacate the venue 30 minutes prior to the start of any such subsequent meeting.

SECTION 3 - TERM

The term of this Agreement shall be from April 1, 2013, through March 31, 2014, and shall automatically renew for successive one-year terms thereafter unless first terminated by either Party.

SECTION 4 - TERMINATION

This Agreement will terminate automatically should the governing body of either Party fail to allocate funds for its continued implementation. Should termination occur due to said non-allocation, the non-allocating Party shall give sixty (60) days' written notice to the other Party prior to termination.

In addition, either Party may terminate their participation in this Agreement, for any reason, effective sixty (60) days from the giving of written notice to the other Party at the following addresses:

TOWN OF PRESCOTT VALLEY
Attn: Town Manager
7501 E. Civic Circle
Prescott Valley, AZ 86314

With a copy to:

PRESCOTT VALLEY POLICE DEPARTMENT
Attn: Police Chief
7601 E. Civic Circle
Prescott Valley, AZ 86314

CENTRAL YAVAPAI FIRE DISTRICT
Attn: Fire Chief
8555 E. Yavapai Road
Prescott Valley, Arizona 86314

Either Party may cancel this Agreement pursuant to the terms of A.R.S. §38-511 at any time.

SECTION 5 - INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter 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. In addition, nothing herein shall be construed as a waiver by any Party of the right to bring an action for contribution against the other or as against any third party or entity.

PV and CYFD shall, each year during the term of this Agreement (and any extension or renewal thereof), procure and maintain a certificate of commercial general liability insurance with a combined single limit of liability coverage not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate. Each Party's certificate of insurance shall be endorsed to show the other Party as an additional insured with respect to any and all claims arising from this Agreement. Written notice shall be provided to the other Party at least thirty (30) days prior to cancellation of the insurance, and failure to renew coverage shall constitute grounds for termination of the Agreement. Each Party shall make available its insurance information, including, but not limited to verification of coverage, to the other upon request.

SECTION 6 - WORKERS' COMPENSATION COVERAGE

Each Party herein shall comply with the provisions of A.R.S. §23-1022(E), by posting the public notice required. As provided for in A.R.S. §23-1022(D), the Parties acknowledge that government employees working under another public entity jurisdiction may be deemed employees of both public agencies for purposes of worker's compensation.

The employees of each Party to this Agreement shall remain under the ultimate control of said Party, notwithstanding their participation in the operations or activities anticipated by this Agreement. Employees of a Party participating in said operations or activities are not considered employees of any other Party for any purpose except as described herein. Except as otherwise provided in this Agreement, each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in said operations and activities.

SECTION 7 - GENERAL PROVISIONS

Nothing contained in this Agreement shall create any partnership, joint venture or joint employment relationship between the Parties. This Agreement is entered into for the benefit of CYFD and PV and shall not be construed as a third-party beneficiary contract. This Agreement is drafted under and is to be interpreted under Arizona law, and any conflict arising hereunder shall be resolved under the laws of the State of Arizona. Proper venue for the resolution of any dispute arising hereunder shall be Yavapai County, Arizona, unless the parties otherwise agree in writing.

SECTION 8 - LEGAL ARIZONA WORKERS ACT COMPLIANCE

Both Parties are governmental entities that are required to comply with A.R.S. §41-4401. The Parties hereby warrant that they will, at all times during the terms of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Both Parties further agree to ensure that each subcontractor, if any, that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Parties who breach may be subject to penalties up to and including termination of this Agreement.

Each governmental entity retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

SECTION 9 - SEVERABILITY

If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

SECTION 10 - NON-DISCRIMINATION

The Parties, with regard to this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, genetic information, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act (GINA) of 2008 and Executive Orders 99-4 and 2000-4.

SECTION 11 - BINDING EFFECT

This Agreement shall be binding upon the Parties and any successor-in-interest. No provision herein is intended to create a third-party beneficiary interest in any person or entity, including (but not limited to) the respective employees or agents of either Party.

SECTION 12 - WAIVER OF JURY TRIAL

The Parties hereto expressly covenant and agree that any dispute arising hereunder shall be subject to mandatory mediation in good faith prior to any filing on court. In the event of litigation arising from this Agreement, each Party agrees to waive its right to trial by jury.

SECTION 13 – NO WAIVER OF ATTORNEYS' FEES

The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be required to waive an award of attorneys' fees, which may arise either pursuant to the Agreement, pursuant to A.R.S. §12-341.01(A) and (E), or pursuant to any other state or federal statute.

SECTION 14 - WAIVER OF BREACH

The waiver by either Party of any breach by the other of any term, covenant, or condition of any this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition of the Agreement. No term, covenant, or condition hereof can be waived except by the written consent of both Parties and forbearance or indulgence by either Party in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by the other Party.

SECTION 15 - AMENDMENT AND CONSTRUCTION

This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by the authorized representatives of each of the Parties hereto. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the date(s) set forth below.

APPROVALS

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (PV)

By: _____
Harvey Skoog, Mayor

Date: _____

Attested

By: _____
Diane Russell, Town Clerk

Date: _____

CENTRAL YAVAPAI FIRE DISTRICT, a political subdivision of Arizona (CYFD)

By: _____
Steve Rutherford, Board Chair

Date: 7-16-2013

The foregoing Agreement has been reviewed by undersigned counsels, who have determined that the Agreement is in proper form and within the powers and authority granted under the laws of this state.

TOWN OF PRESCOTT VALLEY,
Attorney:

By: _____
J. Ivan Legler

Date: _____

CENTRAL YAVAPAI FIRE DISTRICT,
Attorney:

By: _____
Nicolas J. Cornelius

Date: 7-16-13

Central Yavapai Fire District
Regular Scheduled Board Meetings
Third Tuesday of each month at 2:00 p.m.

August 20, 2013
September 17, 2013
October 15, 2013
November 19, 2013
December 17, 2013
January 21, 2014
February 18, 2014
March 18, 2014
April 15, 2014
May 20, 2014
June 17, 2014
July 15, 2014