

RESOLUTION NO. 2018-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA FIRE DISTRICT FOR PARKING USE IN UPTOWN SEDONA.

WHEREAS, the Sedona Fire District has available parking spaces in Uptown Sedona that can assist the City of Sedona in providing parking for public; and

WHEREAS, the City of Sedona wishes to lease these parking spaces in an effort to increase the supply of parking spaces for public use in Uptown Sedona to ensure that demand for available spaces is being met: and

WHEREAS, for such purposes, an Intergovernmental Agreement has been negotiated with the Sedona Fire District parking use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Sedona Fire District for parking use attached as Exhibit A and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED this 13th day of March, 2018 by the Mayor and Council of the City of Sedona, Arizona.



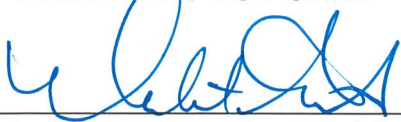
Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Robert L. Pickels, Jr., City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT PARKING USE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 1st day of April 2018 (the "Effective Date") by and between the City of Sedona, Arizona, a municipal corporation (hereinafter called "City"), and the Sedona Fire District (hereinafter called the "District") for contracted services pursuant to A.R.S. §11-952 et. seq.

WHEREAS, the parties are empowered to enter into an Intergovernmental Agreement, pursuant to A.R.S. 11-952 and A.R.S. 48-805, et seq.; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third-party beneficiary status as to any other person, interest, or entity, and

WHEREAS, the purpose of this Agreement is to secure use of specifically designated privately owned parking areas for public parking use over a specified Term

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, it is hereby agreed between the District and the City as follows:

1. **Term:** The term of this agreement shall be two (2) years commencing on the Effective Date, and shall renew automatically in one (1) year increments thereafter unless terminated by either the City or the District in writing as described in paragraph 6 of this Agreement at least thirty (30) days prior to the end of the initial term or subsequent incremental period.
2. **Location of the parking:** The location of the parking to be governed by this Agreement is the twenty-four (24) paved parking spaces on the west most side of Parcel #401-17-019M. The area is depicted in the aerial photograph inserted in *Attachment A, Parking Location*.
3. **Availability:** The parking will be available daily between the hours of 6:00 am and 12:00 am (midnight). Except as otherwise provided in this Agreement, during the term of this Agreement, City shall have the right to designate the parking spaces for public use during the available times and days specified. Up to ten days annually, the District shall have the right to designate part or all of the parking spaces described in Section 2 above and in 'Attachment A, Parking Location' for their use for special events, training, or meetings. The District shall provide at least seven days verbal notice to the City that the lot or portion of the parking will be unavailable for public use.
4. **Consideration:** In consideration for use of the District's property as public parking, the City agrees to provide to the District:
 - a. Signs to designate public parking spaces, time restrictions and hours of enforcement;

EXHIBIT A

- b. Entry signs to indicate the availability of public parking and inclusion in the City's public parking program;
 - c. Promotion of District's public parking spaces in appropriate Sedona marketing materials and City parking brochures and maps; and
 - d. Provide annual lease payment in the amount of \$2,952, to be paid in four quarterly installments.
 - e. Provide ongoing annual maintenance, as needed.
5. **Permitted Uses:** The parking spaces may be used by the City only for public parking of licensed motor vehicles for a period not to exceed the posted time limit. Vehicles or equipment will not be allowed to be stored in the parking spaces at any time.
6. **Termination:** This Intergovernmental Agreement may be terminated by either party with or without cause by providing ninety (90) days written notice to the other party.
7. **Insurance:** The City shall maintain insurance covering public parking spaces with policy limits at least at the following levels.
- a. Commercial General Liability Insurance with policy limits of not less than \$1,000,000 per occurrence.
 - b. The City shall name the District as an additional insured entity on such policy.
 - c. The City shall provide a certificate of insurance to the District verifying such coverage.

The above-described insurance provided by the City is intended to cover incidents occurring as a result of the use of the public parking spaces, for any and all claims made from \$1 up to the established policy limits, of \$1,000,000 per occurrence.

8. **Indemnification:** City agrees to indemnify and hold harmless District for, from, and against all claims, costs, expenses, actions, suits, proceedings, losses, damages (including punitive damages) and liabilities of any kind whatsoever, including but not limited to attorneys' fees and expenses arising out of any use of the parking lot under the terms of this Agreement, except if caused by District.
9. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, the state or any of its political subdivisions may, within three years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

EXHIBIT A

10. This Agreement shall be governed and interpreted by the laws of the State of Arizona.

IN WITNESS THEREOF, the parties hereto and other signatories have hereunto set their hands on the dates and at the places set forth below.

SEDONA FIRE DISTRICT



Kris Kazian, Fire Chief

Dated: 3/21/18



Ty Montgomery, Board Chairman

Dated: 3/21/18

ATTEST:



Board Member

Dated: 3/21/18

The foregoing Agreement has been reviewed by undersigned counsel who has determined that this Agreement is in proper form and within the powers and authorities granted under the laws of the State of Arizona, pursuant to A.R.S. 48-805.

William R. Whittington
Counsel for Sedona Fire District

Dated: _____

CITY OF SEDONA, a municipal corporation of the State of Arizona



Sandra J. Moriarty, Mayor

Dated: 03/14/18

ATTEST:

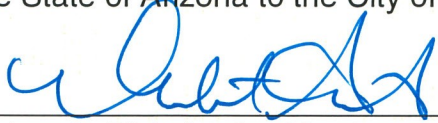


Susan L. Irvine, CMC, City Clerk

Dated: 3/14/18

EXHIBIT A

Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.



Robert L. Pickels, Jr., City Attorney

Dated: 3/14/18

Attachment A, Parking Location



The red boundary represents the portion of the parcel that is governed by this agreement.

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IN WITNESS THEREOF, the parties hereto and other signatories have hereunto set their hands on the dates and at the places set forth below.

SEDONA FIRE DISTRICT



Kris Kazian, Fire Chief

Dated: 3/21/18



Ty Montgomery, Board Chairman

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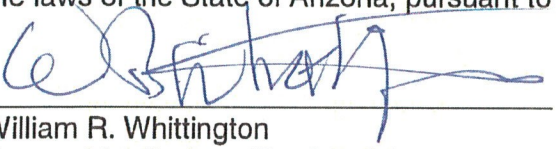
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Dated: 3/21/18

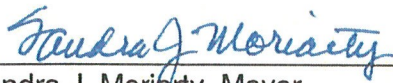
The foregoing Agreement has been reviewed by undersigned counsel who has determined that this Agreement is in proper form and within the powers and authorities granted under the laws of the State of Arizona, pursuant to A.R.S. 48-805.



William R. Whittington
Counsel for Sedona Fire District

Dated: 3-25-18

CITY OF SEDONA, a municipal corporation of the State of Arizona



Sandra J. Moriarty, Mayor

Dated: 03/14/18

ATTEST:



Susan L. Irvine, CMC, City Clerk

Dated: 3/14/18