



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 22, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Town of Marana

***Project Title/Description:**

Intergovernmental agreement for reciprocity in regulating public property within each other's jurisdictional territory

***Purpose:**

Allows Pima County to issue building permits for its facilities located in the Town of Marana

***Procurement Method:**

This IGA is a non-Procurement Contract and not subject to Procurement Rules

***Program Goals/Predicted Outcomes:**

Provides for autonomy in regulation of our own facilities with the Town of Marana.

***Public Benefit:**

Provides uniformity and streamlined permitting

***Metrics Available to Measure Performance:**

DSD process metrics

***Retroactive:**

Yes, global pandemic resulted in delays of attorneys and town reviews.

TO: COB 6-2-21 (4)
Vers: 1
pgs: 7

Contract / Award Information

Document Type: IGA CT Department Code: DSD Contract Number (i.e., 15-123): 21*475
Commencement Date: 4/1/2021 Termination Date: 6/30/2025 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* 0 ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☐ Yes ☒ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Daniel E. Ice
Department: Development Services Telephone: 520-724-6493
Department Director Signature/Date: Charles J. Blackwell May 28, 2021
Deputy County Administrator Signature/Date: [Signature] 5/28/2021
County Administrator Signature/Date: [Signature] 5/28/21
(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement
between
Pima County and the Town of Marana
for
Building Permit Regulation of Public Property in Each Other's Jurisdictional Territory**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana ("Marana") pursuant to A.R.S. § 11-952.

Recitals

- A. County and Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951-11-954.
- B. County is authorized by A.R.S. §§ 11-861 – 11-867 to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction.
- C. Marana is authorized by A.R.S. § 9-240 and A.R.S. Title 9, Chapter 9, Article 1 to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction.
- D. County and Marana desire to enter into this Agreement to authorize each party to exercise the authority over the design and construction compliance of its building and other structures within the territorial jurisdiction of the other party with the other party's building, plumbing, electrical, fire prevention and mechanical codes and to authorize the issuance of appropriate permits by each party for its buildings and other structures in such instances.

NOW, THEREFORE, County and Marana, pursuant to the above recitals, and in consideration of the matters and things set forth in this agreement, do mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to give each party the authority over design and construction compliance for its building and other structures within the territorial jurisdiction of the other party with the other party's building, plumbing, electrical, fire prevention and mechanical codes and to authorize the issuance of appropriate permits by each party for its buildings and other structures in such instances.
- 2. **Marana responsibilities:**
 - 2.1 Marana shall be responsible for the design and construction compliance with adopted building, plumbing, electrical, fire prevention, and mechanical codes of Marana building, and other structures it builds or causes to be built in unincorporated Pima

County. Marana will review and approve the plans and issue the required permits for the buildings or other structures, and perform required inspections.

- 2.2 Marana shall notify the County in writing before Marana undertakes permitting and inspection of its buildings and structures in unincorporated Pima County pursuant to this Agreement.
- 2.3 All buildings and structures permitted and inspected by Marana in unincorporated Pima County pursuant to this Agreement must be owned and operated by Marana.
- 2.4 Where a fire district formed and existing under the provisions of Title 9, Chapter 9, Article 1, Arizona Revised Statutes, has legally adopted the fire prevention code adopted by the State Fire Marshall, Marana shall submit plans for a building or other structure proposed to be constructed within that fire district to the fire district for review and approval. Where a fire district has not been formed and does not exist under the provisions of Title 9, Article 1, Arizona Revised Statutes, Marana shall submit plans for a building or other structure proposed to be constructed to the State Fire Marshal for review and approval.

3. County responsibilities.

- 3.1 The County shall be responsible for the design and construction compliance with adopted building, plumbing, electrical, fire prevention and mechanical codes of County buildings, and other structures it builds or causes to be built within the town limits of Marana. The County will review and approve the plans and issue the required permits for the buildings or other structures, and perform required inspections.
- 3.2 The County shall notify Marana in writing before the County undertakes permitting and inspection of its buildings and structures within the town limits of Marana pursuant to this Agreement.
- 3.3 All buildings and structures permitted and inspected by the County within the town limits of Marana pursuant to this Agreement must be owned and operated by Pima County or the Pima County Regional Flood Control District.
- 3.4 Where a fire district formed and existing under the provisions of Title 9, Chapter 9, Article 1, Arizona Revised Statutes, has legally adopted the fire prevention code adopted by the State Fire Marshall, County shall submit plans for a building or other structure proposed to be constructed within that fire district to the fire district for review and approval. Where a fire district has not been formed and does not exist under the provisions of Title 9, Article 1, Arizona Revised Statutes, County shall submit plans for a building or other structure proposed to be constructed to the State Fire Marshal for review and approval.

4. **Financing.** Where this Agreement is applicable, if any fees are required in connection with the design (plan review fees) and construction (fees for permits for code activity), they shall be paid to itself by the jurisdiction responsible under this Agreement for compliance.
5. **Term.** Upon being fully executed by both parties, this IGA shall be retroactively effective on July 1, 2020 and shall terminate on June 30, 2025 unless it is extended or terminated by written agreement of the parties. The parties may renew this Agreement for up to three additional five-year periods by a formal, written amendment executed by the parties.
6. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
7. **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) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide 30 days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum

coverage levels set forth in this article.

9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
11. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
13. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Marana Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
16. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the

other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

18. **No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
19. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Development Services Director
201 N. Stone Avenue, 1st Floor
Tucson, AZ 85701

Marana:

Town Manager
11555 W. Civic Center Drive
Marana, AZ 85653

20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

[Signature page to follow]

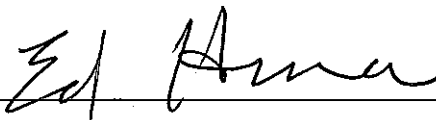
In Witness Whereof, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and Marana has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the its Mayor and Council and attested to by its Town Clerk.

PIMA COUNTY:

Town of Marana:

Chairman
Board of Supervisors

Mayor

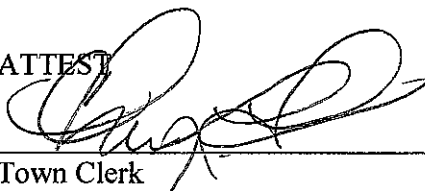


ATTEST

ATTEST

Clerk of the Board

Town Clerk



Approval

The foregoing Intergovernmental Agreement between Pima County and Marana has been reviewed and approved as to content.

PIMA COUNTY:

Town of Marana:

Carla Blackwell
Director, Pima County Development Services

Jason Angell
Director, Marana Development Services

Intergovernmental Agreement Determination

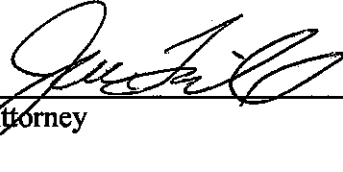
The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

Town of Marana



Deputy County Attorney



Town Attorney