



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 06/20/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

City of South Tucson

***Project Title/Description:**

Intergovernmental Agreement between Pima County and City of South Tucson for Reciprocal Services Relating to Building Codes

***Purpose:**

This agreement allows the City of South Tucson to avail itself of County permitting, inspection and plan review services.

***Procurement Method:**

Not applicable

***Program Goals/Predicted Outcomes:**

City of South Tucson will be able to utilize county staff to alleviate workload on a temporary basis or as is basis.

***Public Benefit:**

Pima County will be reimbursed for the permitting services. Building customers of the City of South Tucson will be served in a timely manner without waiting for staff availability.

***Metrics Available to Measure Performance:**

Pima County will monitor the number of plan reviews and revenue collected.

***Retroactive:**

No

To COB : 6/15/23
Ver : 1
Pg : 5 (1)

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTM Department Code: DSD Contract Number (i.e., 15-123): 23*480 428
Commencement Date: 7/1/2023 Termination Date: 6/30/2028 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 50,000

*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 Revenue Increase Decrease
Amount This Amendment: \$

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: Carla Blackwell

Department: Development Services

Telephone: 724-9516

Department Director Signature: Carla Blackwell Digitally signed by Carla Blackwell Date: 2023.05.15 11:20:27 -07'00' Date:
Deputy County Administrator Signature: Date: 5/18/2023
County Administrator Signature: Date: 5/19/23

**Intergovernmental Agreement
between
Pima County and City of South Tucson
for
Reciprocal Services Relating to Building Codes**

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 City of South Tucson (“**City**”) pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*
 - 1.2. County is authorized to adopt and enforce building codes pursuant to A.R.S. §§ 11-861 *et seq.*
 - 1.3. City is authorized to enforce building codes pursuant to A.R.S. § 9-467
 - 1.4. Both parties maintain departments of trained personnel employed to implement and enforce building codes;
 - 1.5. The County and the City desire to enter into a cooperative agreement whereby each party, as the need arises, may from time to time utilize the services of each party’s Development Services departments related to building permit reviews and construction inspections based on disparate workloads;
 - 1.6. The County and the City desire to enable the City Manager and County Administrator, or their designees, to request and provide other government services.
- 2. Purpose.** The purpose of the Agreement is to allow the City to avail itself of County permitting, inspection, and plan review services.
- 3. Responsibilities** The City and County will agree to enforce versions of building code ordinances (the “Building Code”) as adopted by the other jurisdiction and described in an engagement letter.
- 4. Government Operations Support Requests and Financing.** Each party may request the services of the other party. Requests may be for varying periods, dependent upon the needs of the requesting party and the availability and capacities of the responding party. The City Manager and County Administrator, or designees, will enter into a letter of engagement outlining the scope of work, codes to be enforced, duration, rate of reimbursement, and reimbursement process for the services described below.
- a. Permits/Plans Reviews and Construction Inspection Requests.
 1. The services include those related to building permit review, plan review, and construction inspection services. Access to City and County permits will be accommodated through software programs.

2. Permit review times and inspection scheduling will be addressed in the letter of engagement.
3. Both parties will ensure that all activities under Subsection a. meet agreed upon standards, including conducting quality assurance reviews for:
 - a. Permit/Plan/Inspection error checks;
 - b. Prioritized code inspections;
 - c. Key Health and Safety factors.
5. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of five years unless it is extended or terminated by the agreement of the parties. This Intergovernmental Agreement may be renewed by agreement of the parties for additional five-year terms. This IGA may be terminated by either party by giving 90 days prior written notice of termination to the other party. Termination will not relieve either party from those liabilities or costs already incurred under this IGA.
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 fees) (collectively "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 \$2,000,000.00 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 IGA 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 IGA 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 comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, 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.
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. **Conflict of Interest.** This IGA 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.
13. **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 City of South Tucson City 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.
14. **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.
15. **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.
16. **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.
17. **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:

Jan Leshner, County Administrator
 115 N. Church Avenue
 2nd Floor, Suite 231
 Tucson, Arizona 85701

City of South Tucson

Veronica Moreno, Interim City Manager
 1601 South 6th Avenue
 South Tucson, Arizona 85713

County Administrator
[ADDRESS]

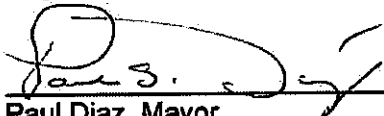
ADDRESS

18. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
19. **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.
20. **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
21. **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.
22. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

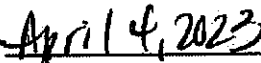
City of South Tucson

Chair
Board of Supervisors



Paul Diaz, Mayor

Date



Date

ATTEST

ATTEST

Clerk of the Board



City Clerk, Veronica Moreno

Approval

The foregoing Intergovernmental Agreement between Pima County and City of South Tucson has been reviewed by the undersigned and is hereby approved as to content.

Caula Blackwell
[Name & Title] *Director, Development Services*
Pima County

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of South Tucson 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:

James Rappaport
Deputy County Attorney *5/8/23*

City of South Tucson

Jon Paladini
Jon Paladini, City Attorney