



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 16, 2021

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Town of Oro Valley

***Project Title/Description:**

Intergovernmental Agreement Between Pima County and Town of Oro Valley for Reciprocal Government Services

***Purpose:**

To provide the ability to utilize permitting, inspection and general government services by either party based on mutually agreed upon conditions.

***Procurement Method:**

This IGA is a non-procurement contract and is not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

To be able to balance workloads utilizing the Town of Oro Valley's resources and be able to assist the Town of Oro Valley with services to more efficiently serve Pima County residents.

***Public Benefit:**

County residents may benefit from lack of delays in service delivery

***Metrics Available to Measure Performance:**

Each time an exchange of service is mutually agreed upon, metrics appropriate to that service will be established including cost, timeliness, and quality.

***Retroactive:**

No

NOV 03 21 PM 02:38 POC CLK OF PD

TO: COB 11-3-21 (2)
Vers: 1
pgs: 10

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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: CT Department Code: DSD Contract Number (i.e., 15-123): CT 22*127
Commencement Date: 11/16/2021 Termination Date: 11/15/2026 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 5000 * ☒ Revenue Amount: \$ 5000

***Funding Source(s) required:** Development Services Enterprise Fund

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: DSD

Telephone: 724-9516

Department Director Signature: Carla L. Blackwell Date: 10/26/2021

Deputy County Administrator Signature: [Signature] Date: 10/27/2021

County Administrator Signature: [Signature] Date: 10/27/2021

RESOLUTION NO. (R)21-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY ALLOWING EACH PARTY TO REQUEST THE SERVICES OF THE OTHER PARTY FOR ASSISTANCE WITH VARIOUS GOVERNMENT OPERATIONS; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley is authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

WHEREAS, the Town of Oro Valley is authorized to enforce building codes pursuant to A.R.S. § 9-467; and

WHEREAS, Pima County is authorized to adopt and enforce building codes pursuant to A.R.S. § § 11-861 through 11-867; and

WHEREAS, both Pima County and the Town maintain departments of trained personnel employed to implement and enforce building codes; and

WHEREAS, the Town and Pima County desire to enter into an Intergovernmental 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; and

WHEREAS, the Town and the County also desire to enable the Town Manager and County Administrator, or their designees, to request and provide other government services; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as "Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that

SECTION 1. the Intergovernmental Agreement attached hereto as "Exhibit "A", between the Town of Oro Valley and Pima County is hereby authorized and approved.

SECTION 2. the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Intergovernmental Agreement.

SECTION 3. The Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or the Intergovernmental Agreement attached hereto as Exhibit "A" is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 6th day of October, 2021.

TOWN OF ORO VALLEY, ARIZONA
E-SIGNED by Joseph C. Winfield
on 2021-10-07 16:02:46 GMT

Joseph C. Winfield, Mayor

ATTEST:

E-SIGNED by Mike Standish
on 2021-10-07 17:23:33 GMT

Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

E-SIGNED by Tobin Sidles
on 2021-10-07 17:21:44 GMT

Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND TOWN OF ORO VALLEY
FOR RECIPROCAL GOVERNMENT SERVICES**

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

Recitals

- A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § § 11-951 through 11-954.
- B. County is authorized to adopt and enforce building codes pursuant to A.R.S. § § 11-861 through 11-867.
- C. Town is authorized to enforce building codes pursuant to A.R.S. § 9-467.
- D. Both parties maintain departments of trained personnel employed to implement and enforce building codes.
- E. Town and the County 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.
- F. Town and the County desire to enable the Town Manager and County Administrator, or their designees, to request and provide other government services.

NOW, THEREFORE, County and Town pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of the Agreement is to provide the ability to utilize permitting, inspection and general government services by either party based on each party's review capacities and mutually agreed upon conditions.
- 2. **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.

3. Responsibilities. Town 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 when conducting building permit reviews and inspections for the other jurisdiction.

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 Town Manager and County Administrator, or designees, shall 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 Town and County permits will be accommodated through Bluebeam Studio programs.
2. Permit review times and inspection scheduling shall 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.

b. Assistance for General Government Services.

The Town Manager or the County Administrator, or designees, may make requests for support for other general government services, including but not limited to, the following areas:

- Procurement;
- Finance;
- Human Resources;
- Engineering.

5. Termination. This IGA may be terminated by either party by giving 90 days prior written notice of termination to the other party. Termination shall 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 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.

- a. Town shall, to the extent permitted by Arizona law indemnify, defend and hold harmless the County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which, result from any act or omission of the Town, its agents, employees, or anyone acting under its direction, control or on its behalf, unless due solely to County negligence.
- b. County, shall to the extent permitted by Arizona law indemnify, defend and hold harmless the Town, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which result from any act or omission of the County, its agents, employees, or anyone acting under its direction, control or on its behalf, unless due solely to Town negligence.

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 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 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 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.
- 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 Town 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:

Chuck Huckleberry, County Administrator
130 W Congress Street 10th Floor Tucson,
AZ 85701

Town:

Mary Jacobs, Town Manager
11000 N. La Canada Drive
Oro Valley, AZ 85737

20. Legal Arizona Worker's Act. County and Town state that they will at all times during the term of this IGA comply with all federal immigration laws and with the requirements of A.R.S. § 23-214(A).

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.

[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 Town has caused this Intergovernmental Agreement to be executed by the Mayor of the Town of Oro Valley upon resolution of the Town Council and attested to by its Clerk.

Pima County:

Town of Oro Valley:

E-SIGNED by Joseph Winfield
on 2021-10-07 16:02:56 GMT

Chair
Board of Supervisors

Joseph C. Winfield, Mayor

ATTEST

ATTEST

E-SIGNED by Mike Standish
on 2021-10-07 17:23:49 GMT

Clerk of the Board

Michael Standish, Town Clerk

Approval

The foregoing Intergovernmental Agreement between Pima County and Town of Oro Valley has been reviewed by the undersigned, and is hereby approved as to content.

[Name & Title]

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley 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 Oro Valley

Lesley Lukach Digitally signed by Lesley Lukach
Date: 2021.10.07 16:21:27 -07'00'

E-SIGNED by Tobin Sidles
on 2021-10-07 17:21:53 GMT

Deputy County Attorney

Town Attorney