RESOLUTION NO. 2241

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF BUILDING AND FIRE SAFETY, OFFICE OF MANUFACTURED HOUSING, RELATIVE TO THE ENFORCEMENT OF INSTALLATION STANDARDS FOR MANUFACTURED HOMES AND FACTORY-BUILT BUILDINGS.

WHEREAS, A.R.S. § 41-2151 provides that the purpose of the Office of Manufactured Housing within the Arizona Department of Building and Fire Safety is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, recreational vehicles, accessory structures, and for the installation of manufactured and mobile homes, factory-built buildings and accessory structures; and

WHEREAS, A.R.S. § 41-2153(B)(5) directs the Assistant Director of the Office of Manufactured Housing to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of the Office of Manufactured Housing; and

WHEREAS, the Office of Manufactured Housing and the Town of Payson desire to eliminate unnecessary duplication of manufactured home inspections regarding installation standards within the Town of Payson; and

WHEREAS, for such purpose, the parties have negotiated an Intergovernmental Agreement,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Intergovernmental Agreement between the Office of Manufactured Housing within the Arizona Department of Building and Fire Safety and the Town of Payson, attached hereto as Exhibit "A", be and is hereby approved in substantially the form attached.

Section 2. That F. Robert Edwards, Mayor of the Town of Payson, be and is hereby authorized to execute said Intergovernmental Agreement set forth in Exhibit "A" in substantially the form attached.

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as may be necessary or appropriate to carrying out the terms and intent of said Intergovernmental Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this _____ day of _____, 2006, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
F. Robert Edwards, Mayor

ATTEST

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

Prepared by Town of Payson Legal Department
SIS:drs December 22, 2006 (9:24AM)
C:\MyFiles\Resolutions\2241 IGA w-AZ OMH re Enforcement of Installation Standards.wpd

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EXHIBIT "A"

to Resolution No. 2241

A. G. Contract Number
(Manufactured Home)

AGREEMENT

BETWEEN

OFFICE OF MANUFACTURED HOUSING WITHIN THE ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
AND
Town of Payson

(To Enforce Installation Standards)

This **AGREEMENT** ("Agreement") is entered into this 1st day of December , 2006 , by and between the **OFFICE OF MANUFACTURED HOUSING WITHIN THE ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY** ("OMH") and the Town of Payson ("Agency").

WHEREAS, pursuant to A.R.S. § 41-2151 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and installation of manufactured and mobile homes.

WHEREAS, A.R.S. § 41-2153.B.5 directs the Assistant Director of OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-2155 and A.A.C. R4-34-706 as they apply to installation standards and accessory structures.

2. Term. The term of this Agreement shall be for five (5) years from the date of this Agreement.

3. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days' written notice prior to the date of termination. Additionally, OMH may terminate this Agreement immediately and without notice, if OMH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

4. Standards of Performance. In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon OMH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation, except those done personally by the owner, unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802.A and pays to the Agency the fee established in the fee schedule required by A.A.C. R4-34-501.

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule of A.A.C. R4-34-501 and R4-34-801. All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Ownership Property Acquired by Fees. Any property that may be acquired by the Agency with the fees received by the Agency under this Agreement shall be the property of the Agency.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes or accessory structures not required by the Rules referred to herein and not covered under this Agreement, OMH shall be responsible for the inspections and enforcement thereof.

9. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

a. If intended for OMH to:

Office of Manufactured Housing
Department of Fire, Building and Life Safety
1110 West Washington, Suite #100
Phoenix, AZ 85007-2935

Attn: Gary Grounds
Title: Acting Deputy Director
Phone: (602) 364-1003

b. If intended for Agency, to:
Town of Payson
303 North Beeline HWY
Payson AZ 85541

Attn: _____

Title: _____

Phone: _____

10. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.

11. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.

12. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

13. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133.D and 12-1518 *et seq.*

14. Inspection and Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.

15. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

16. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 99-4.

17. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

18. Unavailability of Funding. Every payment obligation of the State or OMH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or OMH at the end of the period for which funds are available. No liability shall accrue to the State or OMH in the event this provision is exercised, and neither the State nor OMH shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

19. By entering into this IGA, the Agency warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Agency shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement officer upon request. The Agency and its subcontractors shall also maintain Employment Eligibility Verification forms (1-9) as required by the U. S. Department of Labor's Immigration and Control Act, for all employees performing work under the IGA. 1-9 forms are available for download at USCIS.GOV The State may request verification of compliance for any contractor or subcontractor performing work under the IGA. Should the State suspect or find that the Agency or any of its subcontractors are not in compliance, the state may pursue any and all remedies allowed by law, including but not limited to: suspension of work and/or termination of the IGA for default. All costs necessary to verify compliance is the responsibility of the Agency.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

OFFICE OF MANUFACTURED HOUSING

Name: _____
Gary Grounds, Acting Deputy Director
Office of Manufactured Housing
Department of Fire, Building and Life Safety

AGENCY:

Name:_____

Print name:_____

Title:_____

This Intergovernmental Agreement has been reviewed by the undersigned attorney for the Agency who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

APPROVED this _____ day of _____, _____.

BY: _____
Public Agency Legal Counsel

(Rev 1/0/5/200)