



Resolution

RESOLUTION NO. 830

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF YUMA, ARIZONA FOR THE PROVISION OF BUILDING AND SAFETY SERVICES

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the City of Yuma, State of Arizona for the provision of building and safety services;

Whereas, the parties to the intergovernmental agreement desire to enter said agreement; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement for Building and Safety Services, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 22nd day of July, 2009.

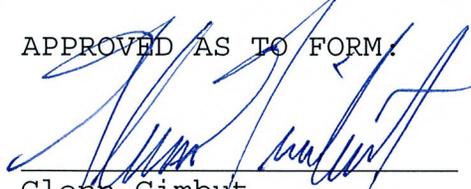

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

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Exhibit A

**Intergovernmental Agreement
For Building and Fire Safety Services**

INTERGOVERNMENTAL AGREEMENT
FOR BUILDING AND FIRE SAFETY SERVICES

This INTERGOVERNMENTAL AGREEMENT (IGA) is between the City of Yuma, Arizona, a municipal corporation (Yuma) and the City of San Luis, Arizona, a political subdivision of the State of Arizona (San Luis).

WHEREAS, the parties are authorized, by A.R.S. §§ 11-951 *et seq.*, to enter into this agreement; and

WHEREAS, the City of Yuma is authorized, by Article III, Section 13 of the Yuma City Charter, to enter into Intergovernmental Agreements; and

WHEREAS, the City of San Luis is a growing area in need of Building and Fire Safety Services; and

WHEREAS, the City of Yuma has available properly trained staff who can provide Building and Fire Safety Services on an as needed basis; and

WHEREAS, it is deemed to be a public benefit to cooperate in providing said Building and Fire Safety Services, and necessary for the safety and welfare of the residents of the City of San Luis,

NOW, THEREFORE, the parties agree as follows:

I. DURATION.

This IGA is for a period of five (5) years, unless earlier terminated pursuant to Section V below.

This IGA may be renewed for one (1) additional five year term upon 30 days written request by San Luis to Yuma. The decision to renew shall be solely Yuma's.

II. PURPOSE.

The purpose of this IGA is for Yuma to provide to San Luis various Building and Fire Safety Services (Projects), as set forth below, and other future services as may be agreed upon in writing by both parties.

III. RESPONSIBILITIES.

The parties agree that the duties and responsibilities of each under this IGA are as follows:

A. YUMA RESPONSIBILITIES.

1. Upon written request by San Luis, Yuma will perform the following services on an as-needed basis.

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Projects may include, but not be limited to:

- a. Building and Fire plans examination.
 - b. Building and Fire inspections.
 - c. Other services as may be agreed upon by the parties in the future.
2. Yuma will complete each Project within a reasonable period of time to be agreed upon by the parties on a Project by Project basis.
 3. Yuma will perform all work according to the Yuma's then existing procedures and adopted codes.
 4. At all times during this IGA, services required by the City of Yuma will have priority over Projects from San Luis.
 5. Yuma will invoice San Luis for services provided within 15 days of completion of a Project.

B. SAN LUIS RESPONSIBILITIES.

1. San Luis shall direct all requests for services to the City of Yuma Building Official, or designee, who will assign the project to an appropriate staff member.
2. San Luis will deliver the plans or other documents to be reviewed for San Luis to Yuma. At the conclusion of the review, San Luis will pick up completed documents from Yuma. If at any time Yuma travels to or from San Luis under this Agreement, San Luis shall reimburse Yuma for staff travel time and travel costs.
3. All requests for services must be in writing, signed by the appropriate San Luis official, and must state the service requested, i.e. residential building plan review, commercial building plan review, residential fire plan review, commercial fire plan review, etc., and indicate the jurisdiction's applicable codes to be applied to the work.
4. San Luis shall pay Yuma all amounts due as provided in Section IV below.

IV. PAYMENTS.

A. Yuma will invoice San Luis for each Project at the rates shown on Exhibit A. This Exhibit may be amended from time to time without further modification to this IGA.

B. San Luis shall pay Yuma all amounts due within 15 days of receipt of an invoice. Charges to San Luis shall be based upon the hourly rate, shown on Exhibit A, as may be amended, times the number of hours work performed by Yuma staff on the Project billed in half hour increments.

C. Requests for subsequent review, inspections, additional work, or clarifications after the Project has ended may be subject to additional fees. Such additional fees will be at the rates in Exhibit A, as may be amended, and will be invoiced and paid in accordance with this Section IV.

V. TERMINATION.

This IGA may be terminated by either party, with or without cause, upon 30 days written notice by the party desiring to terminate to the other party. Failure to make payment as set forth in Section IV shall be cause for termination unless payment is made within ten (10) days after notice by the City of Yuma of the default.

VI. EFFECTIVE DATE.

This IGA will become effective upon the date the last party signs.

VII. INDEMNIFICATION.

Each party agrees to defend, indemnify, and hold harmless the other and its agents, officials, employees and representatives from and against any and all claims, losses and expenses resulting from that party's negligent or intentional acts, mistakes or omissions in the performance of this Agreement.

VIII. INSURANCE.

Each party agrees and understands that the other is self-insured.

IX. GENERAL PROVISIONS.

A. Entire Agreement. This agreement contains all of the agreements between the parties relating to the matters set forth in this agreement. The parties have no other agreements relating to those matters, written or oral.

B. Waiver. If either party fails to require the other party to perform any provision of this agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this agreement if the other party fails to exercise a right or remedy.

C. Successors and Assigns. This agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.

D. Laws Governing. This agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

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E. Venue. The parties must institute and maintain any legal actions or other judicial proceedings arising from this agreement in a court of competent jurisdiction in Yuma County, Arizona.

F. Modification. No modification or waiver of this agreement will be valid unless the modification or waiver is in writing and signed by both parties..

G. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

H. Severability. The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

I. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the parties, and neither is the principal or agent of the other.

J. Notices. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

City of Yuma
City Administrator
One City Plaza
P. O. Box 13014
Yuma, Arizona 85366-3014

City of San Luis
City Administrator
P.O Box 1170
San Luis, Arizona 85349

K. Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

L. Employment Eligibility. Each party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this agreement to ensure that Contractor or its subcontractors are complying with this warranty.

M. Authorization. This Intergovernmental Agreement has been approved by actions taken by each of the governing bodies of San Luis and the City. In such respective action, the undersigned were authorized and directed to execute this Intergovernmental Agreement.

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N. Sudan/Iran Investments and Business Operations. By entering into this Agreement, the parties certify to each other that neither has scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 *et seq.* and § 35-393 *et seq.*

DATED this _____ day of _____, 2009

CITY OF YUMA, a municipal
corporation

CITY OF SAN LUIS, a political
subdivision of the State of Arizona

By _____
Mark S. Watson
City Administrator

By _____

Print Name
Its _____

APPROVED AS TO FORM:

APPROVED TO AS FORM:

By _____
Steven W. Moore
City Attorney

By _____

ATTEST:

Brigitta M. Kuiper
City Clerk

EXHIBIT A

Services provided under this IGA will be for building and fire plan review, and building and fire inspections. Plan review is inclusive of building, electrical, plumbing and mechanical systems, and fire protection and fire alarm systems. Engineering, zoning and civil services are not included.

The fees for services provided are as follows:

1. Plan Review services.
Plans Examiner: \$32.00/hr (2 hour minimum charge).
2. On site Building/Fire Inspection.
Building/Fire Inspector: \$32.00/hr (3 hour minimum charge).
Note: Inspection time is inclusive of drive time to and from San Luis.
3. Plan Review or Building Inspection that requires administrative support from the Building Official, Deputy Building Official, Fire Marshal, or Assistant Fire Marshal: \$47.00/hr