

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF YUMA
TO ENFORCE INSTALLATION STANDARDS**

This **AGREEMENT** ("Agreement") is entered into this _____ day of _____, 2020, ("Effective Date") by and between the **ARIZONA DEPARTMENT OF HOUSING** ("ADOH") and the **City of Yuma** ("Agency"). ADOH and the Agency are collectively referred to as the "Parties".

WHEREAS, pursuant to A.R.S. § 41-4002 the purpose of ADOH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same; and

WHEREAS, A.R.S. § 41-4004(A)(5) authorizes and directs the ADOH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of ADOH; and

WHEREAS, the Agency is empowered by Article III, Section 13 of the Yuma City Charter to enter into this Agreement and has agreed to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City; 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. § 41-4004 (A)(4) and Arizona Administrative Code (A.A.C.), R4-34-102, R4-34-204, R4-34-606 and R4-34-801 as they apply to installation standards and accessory structures.
2. **Term.** The term of this Agreement shall be for five (5) years from the Effective Date of this Agreement.
3. **Standards of Performance.** In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon ADOH in exercising the authority described in Section 1 hereof. In addition, the Agency shall not approve any installation 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 by ADOH pursuant to the authority by A.A.C. R4-34-501.
4. **Monthly Reporting.** The Agency shall submit a monthly report to ADOH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be submitted with the monthly report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or

before the 15th day of the month following the month covered by the monthly report. ADOH will provide the monthly report format which will require the following be collected and documented:

- a. ARZ HUD label number(s) or FBB manufacturers insignia number
- b. Unit serial number
- c. Installation insignia or FBB plan approval number
- d. Address of installation
- e. Date of approved final installation inspection

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by ADOH pursuant to its authority under A.R.S. § 41-4010 (A)(4), A.R.S. § 41-4010 (A)(5) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). 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. 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, ADOH may terminate this Agreement immediately and without notice, if ADOH 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.

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

8. Inspector Training. All inspectors for Agency shall participate in required initial and/or periodic training as set and coordinated by the State.

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

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

A. If intended for ADOH to:

Arizona Department of Housing
Manufactured Housing and Building Division
1110 West Washington, Suite #280
Phoenix, AZ 85007-2935

Attn: Tara Brunetti
Title: Assistant Deputy Director
Phone: (602) 771-1035

B. If intended for Agency, to:

City of Yuma
One City Plaza
Yuma, AZ 85364

Attn: Randall Crist
Title: Building Official
Phone: (928) 373-5160

11. 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.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. 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.
14. 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.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, 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.
16. 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.
17. Prohibition Against Discrimination. In the event that it applies, the Parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. 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.
19. Unavailability of Funding. Every payment or financial obligation of the Parties 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 any Party at the end of the period for which funds are available. No liability shall accrue to any Party in the event this provision is exercised, and neither the ADOH nor Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this Section 19.
20. E-verify. To the extent applicable under A.R.S. § 41-4401, each Party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and further warrant compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement and, in the event of a Party or its subcontractor's non-compliance with this Section 20, such non-compliance may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

21. Antitrust Violations. To the extent applicable, Agency assigns to ADOH any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Agency toward fulfillment of this Agreement.

22. Boycott of Israel. To the extent applicable and permitted by law, Agency warrants that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel as defined by A.R.S. § 36-393.01, as may be amended from time to time.

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.

ARIZONA DEPARTMENT OF HOUSING:

CITY OF YUMA:

Names: _____

Carol Ditmore, Director
Arizona Department of Housing

Name: _____

Philip Rodriguez, City Administrator

ATTEST: _____

Lynda Bushong, City Clerk

Tara Brunetti, Asst. Deputy Director
Arizona Department of Housing

APPROVED this _____ day of _____, ____.

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 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.

BY: _____

Richard W. Files, City Attorney

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this ____ day of _____, ____.

BY: _____

Valerie L. Marciano, Esq.
Assistant Attorney General