

RESOLUTION NO. 16-32

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING TO ENFORCE MANUFACTURED HOME INSTALLATION STANDARDS.

WHEREAS, since 1988, the Arizona Department of Housing, ("formally Arizona Department of Fire, Building and Life Safety"), Office of Manufactured Housing ("OMH") and the City of Apache Junction, an Arizona municipal corporation ("City"), have had a legal arrangement through an Intergovernmental Agreement ("IGA") whereby the City is authorized to enforce OMH manufactured home installation standards; and

WHEREAS, on October 4, 2011, the City and OMH entered into another IGA to allow City to continue enforcing OMH installation standards in City's corporate limits, which agreement was approved by council on October 4, 2011; and

WHEREAS, the 2011 agreement between the City and OMH expired on October 4, 2016; and

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

WHEREAS, the parties have crafted a written agreement which sets forth the conditions for continuing such arrangement; and

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements with other municipalities and governmental entities for joint or cooperative activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The mayor and city council approve the attached IGA to enforce installation standards; and the mayor is hereby authorized to sign the attached agreement on behalf of the City.

- 2) The building official and his staff are authorized to implement the terms and obligations of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 1ST DAY OF November 2016.


SIGNED AND ATTESTED TO THIS 1ST DAY OF November 2016.

  
\_\_\_\_\_  
JOHN S. INSALACO  
Mayor

ATTEST:

  
\_\_\_\_\_  
KATHLEEN CONNELLY  
City Clerk

APPROVED AS TO FORM:

 **10-27-16**  
\_\_\_\_\_  
RICHARD J. STERN  
City Attorney

AGREEMENT BETWEEN  
ARIZONA DEPARTMENT OF HOUSING  
OFFICE OF MANUFACTURED HOUSING AND  
CITY OF APACHE JUNCTION  
TO ENFORCE INSTALLATION STANDARDS

This AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING ("OMH") and the City of Apache Junction, an Arizona Municipal Corporation ("Agency").

RECITALS

A) Pursuant to A.R.S. § 41-4002 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings ("FBB"), mobile homes, and the installation of the same.

B) A.R.S. § 41-4004 (B)(5) directs 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.

C) It is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction.

AGREEMENT

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, Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (B)(4) and A.A.C. R4-34-102 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. Standards of Performance. In exercising the authority delegated hereunder 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, Agency

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by OMH.

9. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or FBBs not required by the rules referred to herein and not covered under this Agreement, OMH 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 OMH to:

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

Attn: Debra Blake  
Title: Deputy Director  
Phone: (602) 364-1022  
Email: debra.blake@azhousing.gov

b. If intended for Agency, to:  
City of Apache Junction  
300 East Superstition Blvd.  
Apache Junction, AZ 85119

Attn: Dave Zellner  
Title: Building Official  
Phone: (480) 474-5084  
Email: dzellner@ajcity.net

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 hereto.

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 OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

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 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 may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

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.

OMH:

AGENCY:

Name: \_\_\_\_\_  
Michael Traylor, Director

Name: \_\_\_\_\_  
John S. Insalaco, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Kathy Connelly, City  
Clerk

APPROVAL AS TO FORM

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 AS TO FORM:

BY: \_\_\_\_\_  
Richard J. Stern, City  
Attorney

Date: \_\_\_\_\_

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.

BY: \_\_\_\_\_  
Assistant Attorney General

DATE: \_\_\_\_\_