

INTERGOVERNMENTAL AGREEMENT BETWEEN
Coconino County and City of Flagstaff
for Shared Building Plan Review and Inspection Services

This Intergovernmental Agreement ("Agreement") is made this ____ day of _____ 2019, by and between COCONINO COUNTY, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue Flagstaff, Arizona ("County") and the CITY OF FLAGSTAFF, an Arizona Municipal Corporation, with offices at 211 West Aspen Avenue Flagstaff, Arizona ("City") to authorize the City Community Development Division and the County's Community Development Department to assist in Shared Building Plan Review and Inspection Services in partnership with one another.

WHEREAS, the County is interested in entering into a shared services agreement with the City to conduct building plan review and inspection services, on an as-needed basis, for development that occurs within the corporate limits of the City; and

WHEREAS, the City is interested in entering into a shared services agreement with the County to conduct building plan review and inspection services, on an as-needed basis, for development that occurs in the unincorporated areas of Coconino County; and

WHEREAS, The City and the County are finding it difficult to recruit and retain qualified Building Plan Review and Inspection staff, due to retirement, turnover, and lack of qualified candidates; and

WHEREAS, both the County and the City think it necessary and vital that a Shared Service Agreement be implemented to be used during disasters or other extreme events that will task individual departments; and

WHEREAS, the City and the County desire to participate jointly in activities that involve building plan review and inspection services based on a need by either entity due to: disaster, extreme work load experiences, lack of manpower experiences, or other.

NOW THEREFORE, pursuant to A.R.S. §11-952, authorizing contracts between public agencies for services or the joint exercise of powers common to both, and A.R.S. §11-863 which allows cities and counties to cooperate with each other for enforcement of such codes or rules and regulations adopted pursuant thereto to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

I. DURATION; TERMINATION

1. This Agreement shall be effective on the date first set forth above and shall continue in force and effect for a period of five (5) years and upon mutual consent of the parties. The Community Development Directors of the City of Flagstaff and Coconino County

may consent on behalf of the respective parties for extending this Agreement consistent with the language above.

2. This Agreement may be terminated by either party upon thirty (30) days written notice of termination delivered to the other party. This Agreement does not contemplate creation of any requirement of mandatory coverage for either party because of manpower shortages or workloads. It is agreed by both parties that there must be adequate coverage in the jurisdiction called upon for resources. If resources are not available to be shared at the time of the request by either party, there is no obligation to provide such resources on the part of either party.

II. SCOPE OF WORK

1. The City of Flagstaff Community Development Division and the Coconino County Community Development Department provide Building Plan Review and Inspection Services to their respective constituents and use the International Code Council (ICC) Codes as their regulatory documents. The City and County recently adopted the latest versions of these documents.
2. The City is experiencing a high volume of building permits for both commercial and residential projects and is burdened by staff shortages, which results in longer plan review turn-around times. The County is also experiencing a high volume of residential projects, and experiences challenges during scheduled and unscheduled reductions in staffing levels.
3. The County and City wish to share common resources, such as Building Plan Review and Inspection Staff, to supplement their resources during staffing shortages resulting from vacancy, extended absences, and high-volume events. This program shall serve as a cross-training opportunity and provide predictability and consistency for the customers working in both jurisdictions.
4. Coconino County will:
 - a. Provide Building Plan Review services for projects submitted to the City of Flagstaff during manpower shortages due to conditions stated above.
 - b. Provide Building Inspection services for both commercial and residential projects during manpower shortages due to conditions stated above.
 - c. Provide other resources necessary for cross-training of staff and consistent application of the Codes.
 - d. Work collaboratively with the City of Flagstaff during future code adoptions.
 - e. Assist the City of Flagstaff with the implementation of similar County processes.
 - f. Communicate regularly regarding Program quality assurances.
 - g. Provide support during natural disasters or other emergencies that jointly affect the City and the County.
5. City of Flagstaff will:
 - a. Provide Building Plan Review services for projects submitted to the County during manpower shortages due to conditions stated above.
 - b. Provide Building Inspection services for both commercial and residential projects during manpower shortages due to conditions stated above.

- c. Provide other resources necessary for cross-training of staff and consistent application of the Codes.
 - d. Work collaboratively with the County during future code adoptions.
 - e. Assist the County with the implementation of similar City of Flagstaff processes.
 - f. Communicate regularly regarding Program quality assurances.
 - g. Provide support during natural disasters or other emergencies that jointly affect the City and the County.
6. The process by which the City and County will share common resources to complete building plan review and inspection services is described in more detail in Exhibit 1, attached hereto (Building Plan Review and Inspection Processes).

III. RECORD KEEPING

1. Both Parties agree to prepare, document and share all building plan review and inspection records that are applicable to each Party's respective record keeping processes.
2. Both parties agree to fully document any case that involves a job site conflict, stop work order, or other event that may result in a customer complaint and immediately notify the Building Official of the applicable jurisdiction.
3. The Building Official of the applicable jurisdiction shall issue all notices, correspondences, certificates of occupancy and other material that pertains to their jurisdiction.

IV. NO JOINT EMPLOYMENT

It is understood and agreed by both Parties that no employee of either Party shall be deemed to be an employee of the other party due to this Agreement. Moreover, this Agreement shall not be construed as creating any joint employment between the City and County.

V. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the City or the County may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

VII. INSURANCE

The County and the City shall each maintain sufficient liability insurance to cover each party's respective activities associated with this Agreement.

VIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnity") for, from and against any claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as ("Claims")) arising out of this

Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnity are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

IX. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address, notice of which is given in accordance with this Section:

COUNTY:

Community Development
Attn: Coconino County Building official
2500 N. Fort Valley Rd. Bldg. 1
Flagstaff, AZ 86001

CITY:

Community Development
Attn: Amy Palmer
211 W. Aspen Ave.
Flagstaff, AZ 86001

X. AUTHORITY TO CONTRACT

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.

XI. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

XII. DISPUTE RESOLUTION

Either party shall have the right to litigate any disputes which arise under this Agreement. In the event any action at law or in equity is instituted between the parties relating to this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

XIII. INTEGRATION; MODIFICATION

Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become

effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

XIV. SEVERABILITY

If a court of competent jurisdiction shall hold any part or provision of this Agreement void or if no effect, the remaining provisions of this Agreement shall remain in full force and effect.

XV. WAIVER

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other hereof, nor shall any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

XVI. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

Coconino County

Coral Evans, Mayor

Lena Fowler, Chair
Board of Supervisors

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

County Attorney