RESOLUTION NO. 2010 - 83

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR STREET NAMING AND ADDRESSING SERVICES

WHEREAS, Pima County (the "County") and the Town of Oro Valley (the "Town") wish to enter into a cooperative agreement for the purpose of jointly providing street naming and addressing services, for the benefit of the residents of the Town and all of Pima County; and

WHEREAS, the purpose of this project is to provide street naming and addressing services, which by providing these services jointly will maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response; and

WHEREAS, it is necessary for the parties to establish an intergovernmental agreement in order to carry out the intent of the parties and define the roles and responsibilities regarding the intended cooperative effort;

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED THAT:

1. The intergovernmental agreement between Pima County and the Town of Oro Valley for providing street naming and addressing services is hereby approved.

2. In order to render the intergovernmental agreement effective on July 1, 2010 to coordinate with the effective date of the related fee ordinance, the Chairman of the Board is hereby authorized and directed to sign the intergovernmental agreement for the Pima County Board of Supervisors on the date of July 1, 2010.

3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 20th day of April 2010.

PIMA COUNTY BOARD OF SUPERVISORS:

Chairman APR 2 0 2010

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney
ANDREW FLAGG

Res. 2010 - 82

RESOLUTION NO. (R) 10- 05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR STREET NAMING AND ADDRESSING SERVICES

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, pursuant to ARS § 11-952, the Town of Oro Valley ("Town") and Pima County ("County") may enter into agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to ARS § 11-802, the County is authorized to plan and provide for future growth and improvement within the County and coordinate all improvements therewith; and

WHEREAS, pursuant to Pima County Code § 18.83.040, the County established a uniform system for street names and address numbers; and

WHEREAS, pursuant to ARS § 9-240, the Town is authorized to address properties; and

WHEREAS, the County and Town desire to enter into an Intergovernmental Agreement to jointly provide street naming and addressing services which will maintain uniformity in street naming and numerical addressing, eliminate inconsistencies and duplication of street names, and facilitate emergency vehicle response; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A", between the Town and the County to define the roles and responsibilities for street naming and addressing services.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Intergovernmental Agreement between the Town of Oro Valley and Pima County, attached hereto as Exhibit "A" and incorporated herein by this reference, for street naming and addressing services is hereby authorized and approved.

SECTION 2. That the Mayor of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 20th day of January, 2010.

TOWN OF ORO VALLEY

Paul H. Loomis, Mayor

ATTEST:

Kathryn E. Cuvelier, Town Clerk

1-25-10

Date

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

1/22/10

Date

CONTRACT

NO. 01-25-0-142853-0710

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

Intergovernmental Agreement
between
Pima County and Town of Oro Valley
for
Street Naming and Addressing Services

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Oro Valley ("Town") pursuant to A.R.S. §11-952.

Recitals

A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

B. Pima County is authorized by A.R.S. § 11-802 to plan and provide for the future growth and improvement of the County, and coordinate all improvements therewith. As part of that, Pima County, pursuant to Pima County Code § 18.83.040, established a uniform system for street names and address numbers.

C. Town is authorized by [Select correct citation for entity: A.R.S. § 9-240 or 9-461.08 or other correct citation], General Powers of Common Council, to regulate the addressing of properties.

D. County and Town desire to establish the authority for the creation of addresses to property and improvements within the jurisdictional boundaries of the Town.

NOW, THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things set forth in this IGA, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is for the County and Town to jointly provide street naming and addressing services. Providing these services jointly will maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response.

2. **Appeal Procedures.** Town shall have administrative jurisdiction to hear and decide appeals of addressing conflicts. Town may:

   a. Designate an appeal hearing official or body;

   b. Establish an appeal process in its Town Code; and

   c. Notify County of appeals decisions.

3. **Scope**. County shall review and assign street names and addresses for all parcels and development within the Town limits.

4. **Street Names.** County shall review and approve all submitted street names, both public and private, for new or renamed street segments. County shall assign street names to all private roads or easements as may be necessary to facilitate proper addressing in unsubdivided areas and process the names for official adoption. County shall transmit written responses to Town within ten business days following receipt of complete review documents.

5. **Town Processing of Street Name Changes.** Town shall process street name changes as requested by County and notify County as to effective date of street name changes within ten working days.

6. **Addresses.** County shall assign addresses, in accordance with Pima County Code, Chapter *18.83, Addressing Standards,* and County Policies, to all parcels and developments within the Town limits upon submittal of proper documentation and materials.

   a. *Voluntary address changes.* County shall review, assign and process all voluntary requests for change of addresses.

   b. *Involuntary address changes and address corrections.* County shall review, assign and process address corrections and coordinate with Town all involuntary address changes as may be required to facilitate proper assignment of new addresses. County shall notify Town of address changes.

   c. *Non-conforming address changes.* Town staff shall research, field verify and document existing non-conforming addresses and street names in residential and commercial projects at Town's expense, and shall submit the information to County for new address assignment. County shall assign correct addresses for any non-conforming address when notified by Town.

7. **Address Records.**

   a. County shall process and maintain, on scanned images, all assigned addresses of:

i. All lots in subdivision maps and plats recorded in the Office of the Pima County Recorder;

ii. All new approved development plans, tentative plats (when appropriate) and approved site plans involving multi-tenant and multi-building applications.

b. County shall process and maintain, on scanned images, all changes of addresses for existing subdivided and commercial projects. (Exceptions: some old commercial projects may not have site plan availability.)

c. County shall perform all activities necessary to update and maintain addresses on master mylar copies.

d. County shall record and maintain all assigned addresses on any commercial development in existence prior to the effective date of the first intergovernmental agreement for street naming and addressing, subject to site plan availability indicating all buildings, tenant spaces and current numbering.

e. County shall perform all activities necessary to update and maintain addresses, including unit/space numbers as appropriate, for the jurisdictions with which it shares a common permitting system.

8. **Street Alignments.** Town shall transmit to County all proposed street realignment proposals at beginning of the initial review stages and all subsequent submittals. County shall review and comment on all proposed street alignments and realignments. County shall transmit written responses to Town within ten business days of receipt of complete review documents.

9. **Subdivision Plat and Development Plans.** County shall review all subdivision plat and development plan submittals for addressing requirements. County shall transmit written responses to Town within ten business days of receipt of complete review documents.

10. **Recorded Map and Plat Copies to County.** Town shall provide County mylars of recorded maps and plats after recordation as source documents for addressing purposes.

11. **Final Approved Subdivisions, Development Plans and Street Names.** Town shall transmit to County final approved subdivisions, development plans and street names when written clearance is received from County Addressing.

12. **Town's Duty to Require Addressing.** Town shall verify and use assigned addresses, as indicated on scanned images of assigned addresses provided by County, in approving Town plats, development plans and other land use regulations and in issuing Town permits. Those individuals not having an assigned address will be sent to County for assignment.

a. *Address for a Parcel or Commercial Development.* Town shall require any applicant

desiring an address for a parcel or commercial development to obtain from County the proper address for each site, structure or tenant improvement prior to building permit issuance.

b. *Tenant Improvement in Existing Commercial Development not on File with County.* In the event any applicant desires a new address for a tenant improvement within an existing commercial development which is not on file with County, Town shall require the applicant to provide a sketch plan showing the building with all currently displayed addresses and the dimensional location of the requested tenant improvement. County shall assign new addresses for tenant improvements in existing commercial projects not on file after receipt of the sketch plan.

c. *Commercial Multi-building or Multi-tenant Projects.* Town shall require any applicant requesting addresses for new commercial multi-building or multi-tenant projects to provide County with required map documents. Town shall verify prior to release of building permits on any new commercial multi-building or multi-tenant project that applicant has a Receipt of All Required Addressing Documents from County.

d. *Enforcement regarding use of non County approved addresses.* Non County approved addresses in use within incorporated areas may be submitted to the appropriate Town's agency for enforcement action. Follow up on such actions shall be at Town's discretion.

13. Town's Duty to Require Signage and Address Display.

a. Street Signs. Town shall expeditiously install or require the installation of street signs for all new and renamed streets on the effective date.

b. Address Display. Town shall field verify that all assigned addresses are permanently displayed and all street signage (when appropriate) are installed with correct spelling prior to occupancy permit issuance.

14. Meetings. County shall attend development review meetings as required by the Town.

15. Payment for Services. County shall charge fees to recover all costs from Town customers in accordance with the Development Services Fee Schedule, Table 4, Addressing Fees. Said Fee Schedule, as adopted, is updated every fiscal year and is posted on the Pima County website. Payment shall be collected by County at the time of service delivery.

16. Term. This IGA shall be effective on the date it is executed by County or Town, whichever occurs later, and shall continue for a period of five (5) years unless it is, prior to the expiration of the period, extended or terminated by agreement of the parties.

17. **Termination.**

a. *Termination for Convenience.* Either Party may, at any time and without cause, cancel this IGA by providing 30 days written notice to the other Party of intent to cancel.

b. *Termination for Cause.* If, in the judgment of either party to this IGA, the other party does not perform in accordance with the conditions of this IGA, or is otherwise in default of any provision of this IGA, the party claiming nonperformance or default shall give written notice to the other party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the party claiming non-performance or default may terminate this IGA.

c. *Non-Appropriation.* Notwithstanding any other provision in this IGA, this IGA may be terminated if, for any reason, the Pima County Board of Supervisors or the Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA.

d. *Obligations after Termination.* In the event of termination, the Parties shall have no further obligation other than for payment for services rendered prior to termination.

18. **Books and Records.** Each Party shall keep and maintain proper and complete books, records and accounts and the same shall be open for inspection and audit by duly authorized representatives of the other Party at all reasonable times.

19. **Disposal of Property**. Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

20. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

21. **Compliance with Laws**. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of

the parties, the performance of this IGA and any disputes under this IGA. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

22. **Non-Discrimination**. The parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

23. **ADA**. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

24. **Severability**. If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

25. **Conflict of Interest**. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

26. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

27. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

28. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

29. **No Third Party Beneficiaries**. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal

liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

30. **Counterparts**. This IGA may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

31. **Notice**. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:

Pima County
Director, Development Services
201 N. Stone, 1st Floor
Tucson, Arizona 85701

Town of Oro Valley

Planning and Zoning Director
Town of Oro Valley
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

With copies to:

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

Town Attorney
Town of Oro Valley
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

32. **Entire Agreement**. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by:

PIMA COUNTY:

Chairman, Board of Supervisors

JUL 06 2010

ATTEST:

Clerk of the Board

TOWN OF ORO VALLEY:

Paul H. Loomis, Mayor

ATTEST:

Kathryn E. Cuvelier, Town Clerk

Approval

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed by the undersigned, and is hereby approved as to content.

3/24/10

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney ANDREW FLAGG

Date: 3/25/10

TOWN OF ORO VALLEY:

Tobin Rosen, Town Attorney

Date: 1/22/10