Staff Report

Agenda Item: **Agreement between the Town of Clarkdale and the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing To Enforce Installation Standards** – Approval of an Agreement with the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing to enforce installation standards.

Submitted By: Community Development Department

Staff Contact: Paul Grasso, Building Official

Meeting Date: November 9, 2010

Background : The Town of Clarkdale has had an IGA with the State of Arizona to maintain standards in regards to the proper installation of manufactured housing. This agreement is to renew the IGA. The State of Arizona inspects the construction of manufactured housing, and affixes a seal to that effect. The State of Arizona has communities like ours inspect for proper installation to protect the public. This relationship is beneficial to the Town, and to the individual applicant. This agreement has a five (5) year term.

Staff Recommendation: Staff recommends approval of an Agreement between the Town of Clarkdale and the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing To Enforce Installation Standards.

AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
OFFICE OF MANUFACTURED HOUSING

AND

TOWN OF CLARKDALE

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** ("Agreement") is entered into this 9th day of November, 2010, by and between the **ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY, OFFICE OF MANUFACTURED HOUSING** ("OMH") and the Town of Clarkdale ("Agency").

WHEREAS, pursuant to A.R.S. § 41-2151 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-2153(B) (5) directs the Deputy Director of 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; 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. § 41-2195 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 the 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, 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 OMH pursuant to the authority by A.A.C. R4-34-501 and as permitted by A.A.C. R4-34-506.

4. Monthly Reporting. The Agency in this Agreement shall submit a Monthly Installation report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be submitted with the monthly installation report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or before the 15th of the following month. OMH 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 OMH pursuant to its authority under A.R.S. § 41-2144 (4) 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, OMH may terminate this Agreement immediately and without notice, if OMH 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 paragraph 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 Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of OMH. Should OMH 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, 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:

Department of Fire, Building and Life Safety
Office of Manufactured Housing
1110 West Washington, Suite #100
Phoenix, AZ 85007-2935

Attn: Debra Blake
Title: Deputy Director
Phone: (602) 364-1022

b. If intended for Agency, to:

Town of Clarkdale
P.O. Box 308
39 North Ninth Street
Clarkdale, AZ 86324

Attn: Paul Grasso
Title: Building Official
Phone: 928-639-2400

11. Compliance Requirement. Compliance requirements for Arizona Revised Statutes § 41-4401 - immigration laws and E-Verify requirement:

a. The Agency warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Agency may be subject to penalties up to and including termination of the Agreement.

c. The OMH retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Agency or their subcontractors are complying with the warranty under paragraph (a).

12. Limitations. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

13. 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.

14. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.

20. 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.

21. 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.

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.

OFFICE OF MANUFACTURED HOUSING

Name: _____
Debra Blake, Deputy Director
Department of Fire, Building and Life Safety
Office of Manufactured Housing

TOWN OF CLARKDALE:

Name: _____
Doug Von Gausig, Mayor

ATTEST:_____
Kathy Bainbridge, Town Clerk

APPROVED this _____ day of _____, _____.

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.

BY: _____
Robert Pecharich, Town 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: _____
Assistant Attorney General

JANICE K. BREWER
Governor

GENE PALMA
Director

DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

1110 WEST WASHINGTON, SUITE 100
PHOENIX, ARIZONA 85007
(602) 364-1003
(602) 364-1052 FAX

OFFICE OF ADMINISTRATION * OFFICE OF MANUFACTURED HOUSING * OFFICE OF STATE FIRE MARSHAL

FEE SCHEDULE FOR 2010-2011 FISCAL YEAR

FEES ARE EFFECTIVE BEGINNING JULY 1, 2010

LICENSING FEES

	Class	Class Description	New License	Renewal License
MANUFACTURER	M-9A	Factory-built-buildings (FBB) and subassemblies	$ 882.00	$ 441.00
	M-9C	Manufactured (MFG) Homes	$ 882.00	$ 441.00
	M-9E	Master, includes M-9A and M-9C	$ 1,386.00	$ 693.00
RETAILER/ DEALER/ BROKER	D-8	Retailer Mobile/MFGHomes	$ 567.00	$ 283.50
	D-8B	Broker Mobile/MFG Homes	$ 441.00	$ 220.50
	D-10	Retailer FBB or FBB Subassemblies	$ 567.00	$ 283.50
	D-12	Master, includes D-8, D-8B, and D-10	$ 882.00	$ 441.00
INSTALLERS	I-10C	General Installer	$ 441.00	$ 220.50
	I-10D	Installer of Attached Accessory Structures	$ 441.00	$ 220.50
	I-10G	Master, includes I-10C and I-10D	$ 756.00	$ 378.00
SALESPERSON	NA	Employee of a licensed Retailer/Dealer/Broker	$ 210.00	$ 105.00

PLAN FEES

Description	FEE
Application Submittal	$31.50 each
Plan Review	$105.00 hour/one hour minimum

INSIGNIA FEES

Description	FEE
MFG Home	$10.50 each
FBB	$52.50 each
FBB Subassembly	$10.50 each

PERMIT FEES

Description	FEE	STATE ISSUED PERMIT FEE
Mobile/MFG Home	Up to $300.00 each	$ 126.00 each
FBB - residential	Up to $600.00 per story *including systems*	$ 420.00 per story *including systems*
FBB - commercial	$ 4.60/LF per story *including systems*	
Renewal permit (MFG and FBB)	$ 84.00	
Special Use	$ 68.25	
Rehabilitation – Mobile Home	$ 50.00	

INSPECTION FEES

Description	FEE
MFG facility	$ 52.50 per hour, plus mileage @ 0.445/mile
Installation *(first 3 inspections included in the cost of the permit)*	$ 84.00 per hour, plus mileage @ 0.445/mile
Technical Service	$ 84.00 per hour
Rehabilitation – Mobile Home	$ 84.00 per hour

ADMINISTRATIVE FUNCTION FEES

Description	FEE
Change name of license	$ 10.50 each
Change license location	$ 10.50 each
Change license telephone number	$ 10.50 each
Add branch location	$ 10.50 each
Delete branch location	$ 10.50 each
Reinstate bond	$ 10.50 each
Process returned check	$ 10.50 each
Change status of license to inactive	$ 10.50 each
Copies	$ .50 each
All refunds are subject to a fee of	$ 60.00 each

Fees charged by the Department are not included in Rule and are exempt from the State Rule procedures (Arizona Revised Statutes § 41-2144(C).

DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

OFFICE OF MANUFACTURED HOUSING

1110 WEST WASHINGTON, SUITE 100

PHOENIX, ARIZONA 85007

(602) 364-1003

(602) 364-1052 FAX

JANICE K. BREWER
GOVERNOR

GENE PALMA
DIRECTOR

IGA MONTHLY REPORT

Name and Address of Jurisdiction Office: (Please Type or Print)

_____

_____

_____

Reporting Month _____

_____
(Area Code) (Telephone Number)

_____
Submitted by (Print Name) (Date)

Monthly Volume			
FBB Commercial		HUD	
FBB Residential		Pre-1976 MH	

HUD label or FBB insignia number	Unit Serial Number	Installation insignia or FBB plan number	Address of Installation	Installation Approved Date

This document is used for volume and jurisdictional oversight and will be referenced during periodic audits. Please attach a copy of each permit listed in this report. Incomplete reports will be returned. Report is due on or before the 15th following the reporting month and may be faxed to (602) 364-1063, or emailed to Georgina.marin@dfbls.az.gov

DFBLS/OMH [9/10]