

PIMA TOWN COUNCIL
REGULAR MEETING – TUESDAY, MARCH 12, 2024

Pursuant to A.R.S.§38- 431.02, notice is hereby given to the members of the Town Council of the Town of Pima and the general public, that the Town Council will hold its meeting on Tuesday, March 12, 2024, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543

Call to Order:

Prayer:

Pledge of Allegiance:

Roll Call:

Approval of Minutes of the Regular Town Meeting held February 13, 2024. **Action**

CALL TO THE PUBLIC

Please submit a Request to the Town Council. The Council will hear brief comments (3min.) from the general public, and can respond to criticism, ask staff to review a matter or direct staff to include the matter on a future agenda.

DECLARATION ON CONFLICT OF INTEREST

The council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff members determine they have a conflict of interest.

COUNCIL BUSINESS:

1. Discussion and possible action regarding amendment to Resolution 2005-03 Purchasing Procedures and attached Resolution 2024-06: (Manager, Vernon Batty)
2. Discussion and possible action regarding the IGA between City of Safford and the Town of Pima for Commercial Building Inspection Services and attached Resolution 2024-07: (Manager, V. Batty)
3. Discussion and possible action regarding the IGA between Pima Unified School District and attached Resolution 2024-08: (Manager, Vernon Batty)

4. Discussion and possible action regarding the current Town Code for multi-family zoning: (Councilmember L. Hoopes)
5. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session pursuant to TITLE 38, CHAPTER 3, ARTICLE 3.1 KNOWN AS ARIZONA OPEN MEETING LAW but only for the purposes authorized under A.R.S. § 38- 431.03: Pursuant to A.R.S. § 38-431.03(A)(1) Personnel matters; (3) – Discussion or consultation for legal advice with the attorney or attorneys of the public body; and 38-431.03(A)(4) Discussion or consultation with the city’s attorneys on the town’s position regarding the town providing collateral for the building of a new Circle K.

(a) New Circle K

Pursuant to (A.R.S. §38-431.03(A)(3), the Council may vote to recess into executive session for discussion. No action will be taken during the executive session.

CONSENT AGENDA:

MANAGER’S REPORT

- A. Fire Station Funding
- B. Project CENTRL

FINANCIAL REPORT

BUILDING PERMIT REPORT

POLICE REPORT

LIBRARY REPORT

PLANNING AND ZONING – Still accepting Letters of Interest for one vacant seat

FIRE DEPARTMENT

COUNCIL REPORT

ADJOURNMENT:

Section 504 of the Rehabilitation Act & Title II of the Americans with Disabilities Act prohibits discrimination based on disability in public meetings. Individuals with disabilities who need a reasonable accommodation to participate in these meetings, or who require this information in an alternate format, may call the Town of Pima at 485-2611 or TDD (928) 428-0778, as soon as possible to allow sufficient time to arrange for the accommodation.

MINUTES OF THE PIMA TOWN COUNCIL
REGULAR MEETING – TUESDAY, FEBRUARY 13, 2024

Call to Order: **Mayor Brian Paull** called the meeting to order at 7:01p.m.

Prayer: **Vice Mayor Sherrill Teeter**

Pledge of Allegiance: **Mayor Brian Paull**

Roll Call: **Councilmembers Present: Mayor Brian Paull, Vice Mayor Sherrill Teeter, Councilmember Lucas Hoopes, C.B. Fletcher, Teresa Bailey**

Staff Members Present: Manager Vernon Batty, Town Attorney Jon Paladini (via phone), Public Works Director Jimmie Lofgreen, P&Z Administrator Evan Stringfellow, Town Clerk Cody Marshall

Approval of Minutes of the Regular Town Meeting held January 9, 2024. **Action**

Vice Mayor S. Teeter motioned to approve the minutes from the January 9, 2024 Regular Town Meeting and seconded by councilmember T. Bailey. Motion carried unanimously.

CALL TO THE PUBLIC

- 1- Lois McClellan expressed her appreciation for the Police Chief D. Cauthen and stated that she is doing a great job.

DECLARATION ON CONFLICT OF INTEREST None

COUNCIL BUSINESS:

1. Discussion and possible action regarding the affidavit to allow the Graham County Chamber of Commerce as the official Destination Marketing Organization and attached Resolution 2024-04: (Chamber Director, Vance Bryce)

Manager V. Batty informed the Council that David Bell would be addressing this agenda item for Vance Bryce but would be late due to the Graham County Spelling Bee, therefore this agenda item would be addressed later in the meeting when he arrives.

2. Discussion and possible action regarding a Grant for the Library to have a pre-school: (Librarian, Rane Jones)

Rane Jones informed the Council about the possibility of pursuing a grant for a Kinder Prep Program. She was told that the Grant originally could only be used

for Programming, but then received updated information that it can also be used for Capital, which would allow possibilities for new flooring, shelving, etc. for the new library. Rane asked the Council for direction on pursuing the Grant for Programming or Capital. There were some concerns brought up by councilmembers pertaining to the liability and process of a Kinder Prep program and would prefer Rane to pursue the Grant for Capital use.

3. Discussion and possible action regarding new CD's for some of the Town's funds: (Manager, V. Batty)

Manager V. Batty stated that it is time to renew the current CD's and asked for permission to do so.

Councilmember L. Hoopes motioned to allow Vernon to renew the CD's and seconded by seconded by Vice-Mayor S. Teeter. Motion carried unanimously.

4. Discussion and possible action regarding amendment to the IGA with the Town of Pima and Pima Unified School District and attached Resolution 2024-05: (Manager, Vernon Batty)

Manager V. Batty informed the council this Resolution is to amend the IGA that was previously approved due to a change in the Engineering fee.

Councilmember C.B. Fletcher motioned to accept Resolution 2024-05 and seconded by councilmember L. Hoopes. Motion carried unanimously.

Mayor B. Paull stated that the council will now address original agenda item #1, as David Bell is now present.

David Bell informed the Council that he is representing the Chamber of Commerce and asking for the Town of Pima to allow the Chamber of Commerce to be the official Destination Marketing Organization for the purpose of promoting tourism.

Vice-Mayor S. Teeter motioned to approve (per agenda item #1) Resolution 2024-04 and seconded by councilmember T. Bailey. Motion carried unanimously.

5. Discussion and possible action regarding Planning & Zoning Applications: (P&Z Administrator, Evan Stringfellow)
P&Z Administrator E. Stringfellow stated that there is another vacancy on the P&Z Board and there are two applications in the packet for review.

6. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session pursuant to TITLE 38, CHAPTER 3, ARTICLE 3.1 KNOWN AS ARIZONA OPEN MEETING LAW but only for the purposes authorized under A.R.S. § 38- 431.03: Pursuant to A.R.S. § 38-431.03(A)(1) Personnel matters; (3) – Discussion or consultation for legal advice with the

attorney or attorneys of the public body; and 38-431.03(A)(4) Discussion or consultation with the city's attorneys on the town's position regarding pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation.

- (a) P&Z applications
- (b) Luster v. Pima

Pursuant to (A.R.S. §38-431.03(A)(3), the Council may vote to recess into executive session for discussion. No action will be taken during the executive session.

Vice-Mayor, S. Teeter motioned to adjourn regular meeting to executive session at 7:28p.m. and seconded by Mayor, B. Paull. Motion carried unanimously.

Vice-Mayor S. Teeter motioned to adjourn executive session to regular meeting at 7:42p.m. and seconded by L. Hoopes. Motion carried unanimously.

CONSENT AGENDA:

MANAGER'S REPORT

Manager Batty stated that it is looking good for us to receive the AZ Park Grant that would be \$200k and could split it to utilize for Parks and to do some upgrades at the Pool.

FINANCIAL REPORT
BUILDING PERMIT REPORT
POLICE REPORT
LIBRARY REPORT
PLANNING AND ZONING
FIRE DEPARTMENT
COUNCIL REPORT

ADJOURNMENT:

Councilmember L. Hoopes motioned to adjourn the Regular Meeting at 7:47 p.m. and seconded by Councilmember C.B. Fletcher. Motion carried unanimously.

TOWN OF PIMA

RESOLUTION # 2005-03

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, ESTABLISHING A PURCHASING PROCEDURE.

Box 426
110 W. Center
Pima, Arizona 85543
(928) 485-2611
FAX: (928) 485-9230
TDD: (928) 428-0778

WHEREAS, the Town Council desires to establish an economical administration for the Town and the Municipal Utilities and in order to do so desires to establish a policy and purchasing procedure.

NOW THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the Town of Pima as follows:

SECTION

PURCHASING PROCEDURE

1	Purchasing Procedure
2	Exclusive Service
3	Bidding
4	Determination of Lowest Responsible Bidder
5	Performance Bond
6	Emergency Purchases
7	Forms
8	Professional Services
9	Cooperative Purchasing

Section 1. Purchasing Procedure

The Town Clerk/Manager is designated as purchasing agent. No person other than the purchasing agent shall purchase any item or obligate the Town on any contract for merchandise or services without the express consent of the purchasing agent. All requisitions shall be approved by the Town Clerk before a purchase order is issued.

- A. Under \$1,000.00. Whenever any contemplated purchase or contract for services is for the sum of less than \$1,000.00, the purchasing agent of the Town may order the item or items as needed without further formality.
- B. \$1,000.00 to \$2,500.00 inclusive. Whenever any contemplated purchase or contract for services is for the sum of \$1,000.00 and no more than \$2,500.00, the purchasing agent shall solicit at least three bids for the item or service and said solicitation may be orally obtained by him/her and he/she may then award the purchase or contract of service to the lowest responsible bidder. If oral bids are obtained, a written memorandum of the dates, the amounts, and the bidders shall be made and attached to the voucher submitted for payment.

- C. Over \$2,500.00 to \$5,000.00 inclusive. Whenever any contemplated purchase or contract for services is for the sum of more than \$2,500.00 and under \$5,000.00, the purchasing agent shall solicit at least three written bids for the item or items or services on bid forms and award the purchase or contract of services to the lowest responsible bidder. Copies of the bids shall be attached to the voucher submitted for payment.
- D. Over \$5,000.00. Whenever any contemplated purchase or contract for services is for the sum of more than \$5,000.00, the purchasing agent shall cause to be published in one issue of a newspaper or general circulation in the Town, notice inviting bids, which said notices, shall be published at least ten days prior to date set for the receipt of the bids. The notice herein required shall include a general description of the articles to be purchased or services performed and the time and place for opening bids. In addition, the purchasing agent shall post a notice inviting bids in the Town Hall of Pima, Arizona, and may also mail to all responsible prospective suppliers of the items to be purchased or services performed, a copy of the notices inserted in the newspaper as herein before required.
- E. No contract in excess of \$5,000.00, no contract for new construction, and no contract for professional services in excess of \$5,000.00 shall be let except by the Council. Whenever any contemplated purchase or contract for services is for the sum of more than \$5,000.00, the purchasing agent shall present the bids to the Council for approval, and advise the Council on the advantages or disadvantages of contract and bid proposals.

Section 2. Exclusive Service

In the event that there is only two or less firms or companies or individuals capable of providing a particular service or commodity and such services or commodities cannot be secured from other persons or companies then Section 1 subparagraphs A, B, C and D hereunder shall not be applicable and such services or commodities can be secured without bidding.

Section 3. Bidding

The purchasing agent and all parties contracting with the Town shall follow the procedure hereinafter set forth in relation to all bids required under subsections C and D of Section 1.

- A. All notices and solicitation of bids shall state the time and place for opening.
- B. All bids shall be submitted, sealed to the purchasing agent and shall be identified as bids on the envelope.
- C. All bids shall be opened in public at the time and place stated in the public notices.
- D. A tabulation of all bids received shall be posted in the Town Hall for public inspection.
- E. The purchasing agent shall have the authority to reject any and all bids and parts of all bids and re-advertise or re-solicit bids.

Section 4. Determination of Lowest Responsible Bidder

Unless the purchasing agent exercises the right of rejection the purchase or contract shall be made from and with the lowest responsible bidder for any article or to the lowest responsible bidder for the entire purchase or contract for any part thereof. In determining the lowest responsible bidder, the purchasing agent shall consider:

- A. The ability, capacity and skill of the bidder to perform the contract or provide service required.
- B. Whether the bidder can perform the contract or provide the services promptly or within specified time, without delay or interference.
- C. The quality of performance of previous contracts or services.
- D. The previous and existing compliance by the bidder with laws and ordinances of the Town.
- E. The financial resources and ability of the bidder to perform the contract or provide the service.
- F. The quality, availability and adaptability of the supplies or services.

Section 5. Performance Bond

The purchasing agent shall have the authority to require a performance bond, in cash or otherwise, for such amount as he/she may deem sufficient to secure the execution of the contract of furnishing supplies or services for the best interest of the Town.

Section 6. Emergency Purchases

In case of an emergency which requires immediate purchases of supplies or services and time is of the essence the Town Clerk shall be authorized to purchase or secure the services needed without complying with procedures as set forth above. A full report in writing of the circumstances of an emergency purchase shall be filed by the Clerk with the Town Council.

Section 7. Forms

The purchasing agent subject to the approval of the Council, shall prescribe and maintain such forms as he/she shall find necessary to the operation of this article.

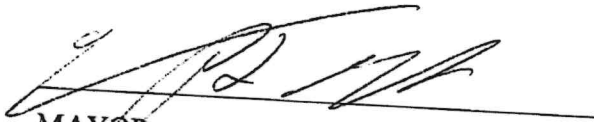
Section 8. Professional Services

The bidding requirements of this article shall not apply to professional services and the requirements herein shall not be required in the employment of professional services. Professional services include the following, but not as all inclusive: physicians, attorneys, engineers or certified public accountants.

Section 9. Cooperative Purchasing

This article and requirements herein shall not apply to purchases made by, through or with the State of Arizona, or its political subdivisions.

PASSED AND ADOPTED this 5th day of APRIL, 2005,
by the Mayor and Council of the Town of Pima, Arizona.


MAYOR

ATTEST:


TOWN CLERK

APPROVED:


ATTORNEY

RESOLUTION NO. 2024-06

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA ESTABLISHING A PURCHASING PROCEDURE.

WHEREAS, the Town Council desires to establish an economic administration for the Town and the Municipal Utilities and in order to do so desires to establish a policy and purchasing procedure.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Pima as follows:

SECTION

PURCHASING PROCEDURE

1	Purchasing Procedure
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7	Forms
8	Professional Services
9	Cooperative Purchasing

Section 1. Purchasing Procedure

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A. Under ~~\$1,000.00~~. \$10,000.00. Whenever any contemplated purchase or contract for services is for the sum of less than ~~\$1,000.00~~, \$10,000.00 the purchasing agent of the Town may order the item or items as needed without further formality.

~~B. \$1,000.00 to \$2,500.00 inclusive. Whenever any contemplated purchase or contract for services is for the sum of \$1,000.00 and no more than \$2,500.00, the purchasing agent shall solicit at least three bids for the item or service and said solicitation may be orally obtained by him/her and he/she may then award the purchase or contract of service to the lowest responsible bidder. If oral bids are obtained, a written memorandum of the dates, the amounts, and the bidders shall be made and attached to the voucher submitted for payment.~~

- B. ~~Over \$2,500.00 to \$5,000.00 inclusive. Over \$10,000.00 to \$25,000.00,~~ Whenever any contemplated purchase or contract for services is for the sum of more than ~~\$2,500.00~~ \$10,000.00 and under ~~\$5,000.00~~ \$25,000.00, the purchasing agent shall ~~solicit at least three written bids for the item or items or services on bid forms and award the purchase or contract of services to the lowest responsible bidder. Copies of the bids shall be attached to the voucher submitted for payment.~~ provide a written report to the Council.
- C. ~~Over \$5,000.00. Over \$25,000.00~~ Whenever any contemplated purchase or contract for services is for the sum of more than ~~\$5,000.00~~ \$25,000.00, the purchasing agent shall cause to be published in one issue of a newspaper or general circulation in the Town, notice inviting bids, which said notices, shall be published at least ten days prior to date set for the receipt of the bids. The notice required herein shall include a general description of the articles to be purchased or services performed and the time and place for opening bids. In addition, the purchasing agent shall post a notice inviting bids in the Town Hall of Pima, Arizona, post the notice inviting bids on the Town website, and may also mail to all responsible prospective suppliers of the items to be purchased or services performed, a copy of the notices inserted in the newspaper as herein before required.
- D. ~~No contract in excess of \$5,000.00, No contract in excess of \$25,000.00~~ no contract for new construction, and no contract for professional services in excess of ~~\$5,000.00~~ \$25,000.00 shall be let except by the Council. Whenever any contemplated purchase or contract for services is for the sum of more than ~~\$5,000.00~~ \$25,000.00, the purchasing agent shall present the bids to the Council for approval and advise the Council on the advantages or disadvantages of contract and bid proposals.

Section 2. Exclusive Service

If there is only two or less firms or companies or individuals capable of providing a particular service or commodity and such services or commodities cannot be secured from other persons or companies then Section 1 subparagraphs A, B, C and D hereunder shall not be applicable and such services or commodities can be secured without bidding.

Section 3. Bidding

The purchasing agent and all parties contracting with the Town shall follow the procedure hereinafter set forth in relation to all bids required under subsections C and D of Section 1.

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- D. A tabulation of all bids received shall be posted in the Town Hall for public inspection.
- E. The purchasing agent shall have the authority to reject all bids and parts of all bids and re-advertise or re-solicit bids.

Section 4. Determination of Lowest Responsible Bidder

Unless the purchasing agent exercises the right of rejection the purchase or contract shall be made from and with the lowest responsible bidder for any article or to the lowest responsible bidder for the entire purchase or contract for any part thereof in determining the lowest responsible bidder, the purchasing agent shall consider:

- A. The ability, capacity, and skills of the bidder to perform the contract or provide service required.
- B. Whether the bidder can perform the contract or provide the services promptly or within specified time, without delay or interference.
- C. The quality of performance of previous contracts or services for the Town or other public agencies.
- D. The previous and existing compliance by the bidder with laws and ordinances of the Town.
- E. The financial resources and ability of the bidder to perform the contract or provide the service.
- F. The quality, availability and adaptability of the supplies or services.

Section 5. Performance Bond

The purchasing agent shall have the authority to require a performance bond, in cash or otherwise, for such an amount as he/she may deem sufficient to secure the execution of the contract of furnishing supplies or services for the best interest of the Town.

Section 6. Emergency Purchases

In case of an emergency which requires immediate purchases of supplies or services, and time is of the essence, the Town Clerk shall be authorized to purchase or secure the services needed without complying with procedures as set forth above. A full report in writing of the circumstances of an emergency purchase shall be filed by the Clerk with the Town Council.

Section 7. Forms

The purchasing agent, subject to the approval of the Council, shall prescribe and maintain such forms as he/she shall find necessary to the operation of this article.

Section 8. Professional Services

The bidding requirements of this article shall not apply to professional services and the requirements herein shall not be required in the employment of professional services. Professional services include the following, but not all inclusive: physicians, attorneys, engineers, or certified public accountants.

Professional services may be obtained by direct selection or by way of a Request for Qualifications process.

Section 9. Cooperative Purchasing

This article and requirements herein shall not apply to purchases made by, through or with the State of Arizona, ~~or~~ its political subdivision, or any other government cooperative purchasing plan from the U.S. government, and state, or any political subdivision of any state.

PASSED and ADOPTED by the Mayor and Council of the Town of Pima, Arizona, this 12th day of March 2024.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2024-06 was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the Town Council Meeting held on February 13, 2024, that the vote thereon was ____ ayes, ____ nays, and that the Mayor and ____ Council Members were present thereat.

Cody Marshall, Clerk
Town of Pima, Arizona

INTERGOVERNMENTAL AGREEMENT
between
THE CITY OF SAFFORD AND THE TOWN OF PIMA
for
COMMERCIAL BUILDING INSPECTION SERVICES

This Intergovernmental Agreement (“IGA”) is made as of this this 12th day of March, 2024 (“**Effective Date**”), by and between the City of Safford, a municipal corporation (“**City**”) and the Town of Pima, a municipal corporation (“**Town**”).

Whereas, the parties re authorized to enter into this IGA pursuant to A.R.S. §11-952; and,

Whereas, the City has the resources to assist the Town in connection with commercial building inspection services.

Now, Therefore, the parties mutually agree as follows:

1. **Purpose.** This IGA causes the City to provide the Town with the services described in Section 2 of this IGA.

2. **Services.** The City agrees to provide the Town.

- a. City of Safford building inspectors to inspect commercial buildings in the Town of Pima.
- b. The Town must schedule inspections with the City Planning and Community Development Department provided the Town gives the City no later than one business days’ notice of the required service. The City will provide inspectors as and when such inspectors are available.
- c. Inspectors will only be available Monday-Thursday from 7:00 am to 6:00 pm.

3. **Initial Term.** The initial term of this IGA will be three (3) years beginning on the Effective Date. The initial term may be renewed for additional three-year terms unless either party gives the other party written notice of termination sixty (60) days prior to the then scheduled termination date.

4. **Compensation.** City inspector hourly fees shall be Fifty Dollars (\$50.00). The City will invoice the Town monthly. The Town shall pay the amount of the invoice within ten (10) days after receipt of the invoice.

5. **Cancellation.** Either party may terminate this IGA for any reason upon sixty (60) days written notice to the other party pursuant to Section 8 of this IGA. This IGA is also subject to cancellation pursuant to A.R.S. § 38-511.

6. **Mediation.** For any controversy or claim arising out of or relating to this IGA, or breach thereof, that cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties have not agreed upon the mediator within ten (10) days from the date of submission of a mediation request, either party may request the Presiding Judge of the Superior Court of Graham County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

7. **Amendments.** This IGA shall not be amended except through a written instrument formally executed by the governing bodies of both parties hereto.

8. **Notice.** Any notice required or permitted to be given under this IGA shall be deemed sufficient if given in writing and sent by registered or certified mail to:

Town Manager
Town of Pima
110 West Center Street
Town of Pima, AZ 85543

City Manager
City of Safford
717 Main Street
City of Safford, AZ 85546

9. **Entire Agreement.** Once executed, this IGA constitutes the entire agreement between the parties. All written agreements previously entered into between the parties regarding dispatching services are mutually rescinded upon execution of this IGA.

10. **WAIVER OF ATTORNEYS' FEES.** THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS' FEES, EITHER PURSUANT TO THE CONTRACT, PURSUANT TO A.R.S. § 12-341.01(A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, OR COMMON LAW.

11. **Workers' Compensation.** The parties shall procure and maintain coverage under the Arizona Workers' Compensation Laws and shall comply with its requirements, including the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022(D), an employee of either party who works under the jurisdiction or control of or within the

jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered between the public agencies as provided in A.R.S. § 11-952 is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section.

12. **Legal Arizona Workers Act Compliance.** Both parties hereby warrant that they will at all times during the term of the IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. § 23-214 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the contract, and the parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor, or employee of either who performs work pursuant to this IGA verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

13. **Indemnification and Joint Defense of Third Party Claims.** 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 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 negligence, or intentional misconduct, of the indemnitor, its officers, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the Parties shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 12 shall survive termination of this IGA.

14. **WAIVER OF RIGHT TO TRIAL BY JURY.** THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY. IN THE EVENT OF LITIGATION, THE PARTIES HEREBY AGREE TO SUBMIT ANY SUCH LITIGATION TO THE COURT (BENCH TRIAL) AND THAT THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN

CREATED IN GRAHAM COUNTY, ARIZONA, AND TO BE SUBJECT TO THE JURISDICTION OF THE GRAHAM COUNTY SUPERIOR COURT, AND THAT ANY CLAIMS TO ALTERNATIVE JURISDICTION BASED ON DIVERSITY OF CITIZENSHIP, CORPORATE LOCATION, ETC. ARE WAIVED BY THE PARTIES PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Service Agreement by and through their authorized representatives.

CITY OF SAFFORD, a municipal
corporation of Arizona,

Richard Ortega, Mayor Pro Tem

ATTEST:

Beatrice Driver, City Clerk

The forgoing Intergovernmental Service Agreement has been submitted to me as Safford City Attorney for the City of Safford, Graham County, Arizona for review prior to its execution, pursuant to A.R.S. § 11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

William J. Sims, III, City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE.]

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TOWN OF PIMA, an Arizona municipal
corporation,

Brian Paull, Mayor

The forgoing Intergovernmental Service Agreement has been submitted to me as Attorney for the Town of Pima, Graham County, Arizona, for review prior to its execution, pursuant to A.R.S. § 11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town of Pima under the laws of Arizona.

Jon Paladini, Town Attorney

RESOLUTION NO. 2024-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PIMA AND THE CITY OF SAFFORD FOR THE COLLABORATION WITH THE CITY OF SAFFORD FOR THEIR ASSISTANCE WITH COMMERCIAL BUILDING INSPECTION SERVICES.

WHEREAS, the Town of Pima, Arizona, ("Town"), desires to enter into an Intergovernmental Agreement with the ("City") of Safford Graham County, Arizona, for the collaboration for assistance with commercial building inspection services.

WHEREAS, pursuant to A.R.S. §§ 11-952 and 9-240, the Town may enter into this Intergovernmental Agreement;

WHEREAS, pursuant to A.R.S. § 15-342(13), the City of Safford may enter into this Intergovernmental Agreement;

WHEREAS, the Mayor and Council of the Town of Pima have determined that acceptance of the Intergovernmental Agreement between the Town and the City of Safford will benefit the Town's best interest.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Pima, Arizona, that the City of Safford assists with the commercial building inspections for the Town of Pima.

PASSED and ADOPTED by the Mayor and Council of the Town of Pima, Arizona, this 12th day of March 2024.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

Brian Paull, Mayor ATTEST:

Cody Marshall, Town Clerk APPROVED AS TO

FORM:

Jon Paladini, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2024-07 was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the _____ Town Council Meeting held on February __, 2024, that the vote thereon was __ ayes, __ nays, and that the Mayor and __ Council Members were present thereat.

Cody Marshall, Clerk Town of
Pima, Arizona

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PIMA
AND
PIMA UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement ("Agreement") is entered into on March 14, 2024, by and between the Town of Pima, a municipal corporation, hereinafter referred to as the "Town," and the Pima Unified School District, hereinafter referred to as the "District," collectively referred to as the "Parties."

WHEREAS, the District intends to construct a new school facility in the Town of Pima, Arizona, which will necessitate the design and improvement of sewer system wastewater removal access and infrastructure in the vicinity of the new school;

WHEREAS, the Town has the expertise and experience in sewer system wastewater removal design and infrastructure improvement projects;

WHEREAS, the District wishes to engage the Town to produce a sewer system wastewater removal design for the required infrastructure improvements;

WHEREAS, the District agrees to provide site survey and other reports and drawings generated by the architects and engineers related to the new school facility;

WHEREAS, the Parties wish to enter into this Agreement to outline the terms and conditions of their collaboration in the design and improvement of the sewer system wastewater removal infrastructure;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. AUTHORIZATION

1.1 The Town and the District, are authorized to enter into this Agreement pursuant to A.R.S. §§ 15-764, 15-342(13), and 11-952.

1.2 Authorization of the Parties to Act. The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement and Addendum.

1.3. Amendments. This Agreement may only be changed through a written Amendment,

which must be approved and signed by the Parties and their duly authorized agents. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The Parties agree to promptly consider and appropriate Amendment to the Agreement to remove each conflict.

2. SCOPE OF WORK/PURPOSE

2.1 Sewer System Wastewater Removal: The Town agrees to provide design services to produce a design plan for the necessary sewer system wastewater removal improvements related to the new school facility. The design shall meet all relevant regulatory standards and requirements.

2.2 Payment: In consideration of the road design services, the District agrees to pay the Town a total sum of \$17,000, to be paid in accordance with Section 4 of this Agreement.

3. ADMINISTRATION AND REPORTING

3.1 Administration: The Town shall be responsible for administering the contract for the road design services.

3.2 Reporting: The Town agrees to provide regular reporting to the Arizona Department of Environmental Quality (ADEQ) as required for the purposes of securing grant funding to complete the sewer system wastewater removal improvement project. Additionally, the Town will work collaboratively with grant writers, if necessary, to secure the funding.

4. PAYMENT TERMS

4.1 Payment Amount: The School District shall pay the Town a total sum of \$17,000 for the design services, as outlined in Section 2.3 of this Agreement.

4.2 Payment Schedule: The payment shall be made in two equal installments. The first installment of \$8,500 shall be paid upon the execution of this Agreement. The second installment of \$8,500 shall be paid upon the completion and delivery of the design.

4.3 District shall Establish and maintain procedures and controls for expenditures of school funds in accordance with the adopted budget.

4.4 Payment Beyond Fiscal Year. Pursuant to A.R.S. § 41-2546, District is not legally liable for any payment beyond the current fiscal year unless and until funds are made available through the annual budget by the District Governing Board for performance of this Agreement. District will make reasonable efforts to secure such funds. If sufficient

funding is not made available to allow District to continue meeting its contractual obligations. District shall so notify Town. District may cancel this Agreement and have no further obligation to Town or, with the advisory board's written consent on behalf of Town, the Parties may modify the Agreement to reduce the level of compensation, services or other consideration provided by District to Town or from Town to District.

4.5 Non-appropriation. The parties acknowledge that both parties are government entities, and the contract validity is based upon the availability of public funding under their authority. In the event that public funds are unavailable and not appropriated for the performance of the District's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

5. TERM AND TERMINATION

5.1 Term: This Agreement shall commence on the date first above written and shall remain in effect until the design is delivered to the School District.

5.2 Termination: Either Party may terminate this Agreement for cause upon written notice to the other Party in the event of a material breach of the terms and conditions of this Agreement. The Party wishing to terminate this Agreement must notify the other Party of its failure to fulfill its obligations and allow it fifteen (15) working days to bring its obligations into compliance with the Agreement. Upon termination, any unpaid amounts shall become immediately due and payable.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Graham County Superior Court or the United States District Court, District of Arizona.

7. INDEMNIFICATION

The Parties hereby agree to defend, indemnify, and hold the other Party harmless from any liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, caused by the negligence, recklessness or intentional wrongful conduct of any contractor, subcontractor or design professional or other persons employed or used by a Party. This indemnification provision shall survive termination of the Agreement and remain in effect.

8. MISCELLANEOUS

8.1 Cancellation. This Agreement may be canceled by either party for conflict of interest pursuant to Ariz. Rev. Stat. § 38-511, as amended.

8.2 E-verify, Records and Audits. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A).

8.3 Review by Counsel. Pursuant to A.R.S. § 11-952(D), an attorney for each Party must review this IGA and determine that it is within the statutory powers and authority granted to the Party.

8.4 Non-Discrimination. The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

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

8.6 Other Duties Imposed by Law. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

8.7 No Israel Boycott. To the extent applicable, the Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8.8 No Forced Labor of Ethnic Uyghurs. To the extent A.R.S. § 35-394 is applicable, the Parties hereby certify they do not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement as of the date first above written.

TOWN OF PIMA

By: _____

Mr. Vernon Batty, Town Manager, _____

PIMA UNIFIED SCHOOL DISTRICT

By: _____

Mr. Sean E. Rickert, _____


Review by Counsel

Pursuant to A.R.S. § 1 1-952, the undersigned have determined that this Intergovernmental Agreement is within the powers and authority granted to his/her client under the laws of the State of Arizona.

Attorney for Town of Pima

Date

Gust Rosenfeld



Carrie O'Brien
Attorney for Pima Unified School District

3/8/24

Date

RESOLUTION NO. 2024-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PIMA AND THE PIMA UNIFIED SCHOOL DISTRICT FOR THE PURPOSE OF THE TOWN DESIGNING A WASTEWATER REMOVAL SYSTEM RELATED TO A NEW PIMA UNIFIED SCHOOL.

WHEREAS, the Town of Pima, Arizona, ("Town"), desires to enter into an Intergovernmental Agreement with the Pima Unified School District, an Arizona unified school district, ("School District"), for the purpose of the Town designing a wastewater removal system related to a new Pima Unified School ("Project");

WHEREAS, pursuant to A.R.S. §§ 11-952 and 9-240, the Town may enter into this Intergovernmental Agreement;

WHEREAS, pursuant to A.R.S. § 15-342(13), the School District may enter into this Intergovernmental Agreement;

WHEREAS, the Mayor and Council of the Town of Pima have determined that acceptance of the Intergovernmental Agreement between the Town and the School District will benefit the residents of the Town of Pima and is in the Town's best interest.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Pima, Arizona, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Town of Pima is hereby authorized to enter into the Intergovernmental Agreement between the Town of Pima and the Pima Unified School District. A copy of said Intergovernmental Agreement is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

Section 3. The Mayor, Town Manager, Town Clerk and Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. The Town staff is hereby authorized and directed to take all steps necessary to implement said Intergovernmental Agreement and give it effect.

Section 5. All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pima, Arizona, on this ____ day of _____, 2024.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. ____ was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the ____ Town Council Meeting held on_____, 2023, that the vote thereon was ____ ayes, ____ nays, and that the Mayor and ____ Council Members were present thereat.

Cody Marshall, Clerk
Town of Pima, Arizona

**EXHIBIT A
TO
RESOLUTION NO. _____**

Intergovernmental Agreement

[See following pages.]

Town of Pima Building Permits issued

Month

Year: 2024

	SB*	MH*	MF*	APT*	S*	A*	C*	Other	Total
Jan	5		1		2			4	12
Feb	4					1		8	13
Mar									
Apr									
May									
Jun									
July									
Aug									
Sept									
Oct									
Nov									
Dec									
Total	9		1		2	1		12	25

* SB = Site Built; MH = Manufactured Home; MF = Multi-Family Unit; APT = Apartments; S = Solar; A = Additions; C = Commercial

** This represents building permits issued. It does not reflect completed and/or ongoing construction.

Monthly Report / Pima Police Department FEB-2024

DR#/ ARREST/CIT/WAR

Total	106	Adult Felony Arrests	6
Radio Assigned	96	Adult Misdemeanor Arrests	7
On View Activity	10	Juv. Misdemeanor Arrests	0
		Juv. Felony Arrests	5
301DR#/Arrest/cit/war	27/5/3/2	Bookings	8
305 DR#/Arrest/cit/war	26/4/2/5	Total Arrests	18
306/DR#/Arrest/cit/war	12/5/5/3		
307DR#/Arrest/cit/war	39/4/5/0		
308/DR#/Arrest/cit/war	2/0/0/0		

calls

Agency assist	9	Disorderly	2
Civil Standby	3	Harassment/Threats	3
DUI	1	Drugs	2
Animal Problem	2	Illegal Burning/ Littering	1
Alarm Call	1	Assault/stabbing	0
ATV Complaint	0	Trespassing	1
Burglary	2	Vehicle Impound	2
Citizen Assist	10	911 Hangup	0
Criminal Damage	0	Prowler	0
Civil Matter	4	Escort	1
Drug Related	4*	Fraud	1
Domestic Violence	0	Costodial Interference	1
Traffic Offense	4	Unwanted Person	0
Fight/Disturbance	1	Suspended License	0
Found Property	0	Order of Protection	2
Juvenile Problem	5	Alcohol Offense	1
Medical/EMT	14	Unattended Death	0
Suspicious Activity	9	Missing Person	0
Stolen Vehicle	0	Unsecure Property	0
Theft	1	Attempt Suicide	0
Traffic Complaint	0	Child Abuse	0
Search Warrant	2*	Party	0
Welfare Check	5	Lost property	0
Wanted Person	3	Parking Problem	2
Weapons Offense	0	Utility Problem	0
Fire	1	Recovered Property	1*
Pursuit	0	Canine	0
Papers Served	1	Phlebotomy	1
Vehicle Collisions	3	Premise check	0
Information Reports	2	Follow up	6
Loud Music	0	Sex Offense	0

PIMA PUBLIC LIBRARY

Monthly Statistical Report

February 2024

CIRCULATIONS

Currently checked out: 851

Currently overdue: 37

TOTAL MONTHLY CIRCULATIONS: 1,717 (# of items checked in and out)

HOLDINGS

Books- 13,589 AudioBooks- 139 DVD's- 1,858

TOTAL HOLDINGS: 15,586

PATRONS (registered card holders)

Admin/Board: 12

New Patrons Added: 4

Adults: 1,198

Children: 285

Family/Inst: 310

Restricted: 290

TOTAL PATRONS: 2,095

HOURS OF OPERATION: 144

NUMBER OF DAYS OPEN: 16

LIBRARY ATTENDANCE: 784

OF COMPUTER USERS: 0

PROGRAMS & OUTREACH

OF PROGRAMS/ATTENDANCE

Community Groups 4 13

LEGO Club 6 56

Movie Night 0 0

School Groups 5 40

Story Time 4 64

TOTAL: 19 173

VOLUNTEERS: 1 HOURS GIVEN: 2

FINANCIAL

Fines \$ 40.40 Copies \$ 4.30 Fax \$ 6.00 Sale Room \$ 6.65
Lost \$ 10.00 Donations \$ 108.85 (less) Petty Cash \$ 0
TOTAL INCOME \$ 176.20

\$5,000 grant received SGIA

*GUST
ROSENFELD*
ATTORNEYS SINCE 1921 P.L.C.

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

CARRIE L. O'BRIEN
602-257-7414
FAX: 602-340-1538
cobrien@gustlaw.com

March 8, 2024

Sean Rickert, Superintendent
Pima Unified School District #6
192 E. 200 S
P.O. Box 429
Pima, AZ 85543
srickert@pimaschools.com

Re: Intergovernmental Agreement between the Town of Pima and
Pima Unified School District

Dear Superintendent Rickert:

Enclosed please find the signed Intergovernmental Agreement between the Town of Pima and Pima Unified School District regarding the design and improvement of sewer system wastewater removal access and infrastructure in the vicinity of the new school.

Very truly yours,



Lisa Bert
Legal Assistant to
Carrie L. O'Brien
For the Firm

CLO/lb
Enclosure