

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 15<sup>th</sup> DAY OF SEPTEMBER 2016**

**CALL TO ORDER** - Mayor Robert Irvin called the meeting to order at 6:30 p.m.

**ROLL CALL** - City Clerk Virginia A. Mefford called the roll.

**PRESENT**

Mayor Robert A. Irvin  
Councilman Michael J. Laws  
Councilman Elwood A. Johnson  
Councilman Gerald W. Lindsey  
Councilman William "Bill" Nigh  
Councilman Timothy A. Bowlby

**STAFF**

City Manager Ted Soltis  
City Clerk Virginia A. Mefford  
City Attorney Ann P. Roberts  
Finance Director Crystal Hadfield

**ABSENT**

Vice Mayor Earl Goolsby - Excused

**PLEDGE OF ALLEGIANCE TO THE FLAG** - Led by Mayor Irvin

**CALL TO THE PUBLIC**

Rob Jones spoke regarding supporting Willcox and mentioned the article that was in the Tucson Daily Star regarding the Wine Fest.

Guy Nolan, the owner of GNS a heating and cooling company, wrote a letter to the City regarding concerns about not using local companies to provide services for the City. He would like to see the City try to use more local businesses.

**DECLARATION ON CONFLICT OF INTEREST** - None

**ADOPTION OF THE AGENDA**

**MOTION:** Councilmember Johnson made a motion to adopt the agenda as presented.

**SECONDED:** Councilmember Bowlby seconded the motion.

**MOTION CARRIED**

**APPROVAL OF MINUTES OF THE REGULAR MEETING OF SEPTEMBER 1, 2016**

**MOTION:** Councilmember Lindsey made a motion to approve the minutes.

**SECONDED:** Councilmember Johnson and Bowlby seconded the motion.

**MOTION CARRIED**

**RESOLUTION 2016-17 - A RESOLUTION DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 30, 2016**

**MOTION:** Councilmember Bowlby made a motion to approve Resolution 2016-17.

**SECONDED:** Councilmember Laws seconded the motion.

**MOTION CARRIED**

**APPROVE THE FAIR/FESTIVAL LICENSE APPLICATIONS FOR A WINE FESTIVAL TO BE HELD ON OCTOBER 15<sup>TH</sup> AND 16<sup>TH</sup> AT RAILROAD PARK**

**MOTION:** Councilmember Bowlby made a motion to approve the Fair/Festival License applications for a Wine Festival to be held on October 15<sup>th</sup> and 16<sup>th</sup> at Railroad Park.

**SECONDED:** Councilmember Laws seconded the motion.

**MOTION CARRIED**

**APPROVE A STREET CLOSURE FOR RAILROAD AVE. BETWEEN STEWART ST. AND MALEY ST. FROM OCTOBER 15, 12:00 A.M. TO OCTOBER 16, 6:00 P.M. FOR A WINE FESTIVAL**

**MOTION:** Councilmember Johnson made a motion to approve the street closure for Railroad Ave. between Stewart St. and Maley St. from October 15, 12:00 a.m. to October 16, 6:00 p.m. for a Wine Festival.

**SECONDED:** Councilmember Bowlby seconded the motion.

**MOTION CARRIED**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 15<sup>th</sup> DAY OF SEPTEMBER 2016**

**APPROVE A GLASS CONTAINER WAIVER FOR A WINE FESTIVAL TO BE HELD AT RAILROAD PARK ON  
OCTOBER 15<sup>TH</sup> AND 16<sup>TH</sup>**

**MOTION:** Councilmember Johnson made a motion to approve a glass container waiver for a Wine Festival to be held at Railroad Park on October 15<sup>th</sup> and 16<sup>th</sup>.

**SECONDED:** Councilmember Bowlby seconded the motion.

**DISCUSSION:** Councilmember Johnson mentioned this wine festival is one of the best in the country.

**MOTION CARRIED**

**PROCLAMATION - REX ALLEN DAYS**

Mayor Irvin read and presented the proclamation to Rachel Garza.

**PROCLAMATION - CONSTITUTION WEEK**

Mayor Irvin read and presented the proclamation to Terry Rowden.

**CITY MANAGER'S REPORT**

- He noted the bike race was a success and he thanked everyone who made it possible.
- He stated that the tree planting ceremony went very well. He thanked the Councilmembers who attended, Kathy Klump for doing a great job with the history of the tree and the park, and staff for their assistance.
- He attended the Northern Cochise Community Hospital (NCCH) fund raiser. He mentioned that we have a very generous community. He thanked Councilmembers Bowlby and Goolsby who assisted.
- He provided an update on the bleachers at Quail Park. The roof is complete; the bleachers will be installed after Rex Allen Days.
- He provided notification that the electrical circuits will be updated at Railroad Park.
- He noted that City crews got behind on cutting weeds and grass. They are implementing a new system to be quicker and more efficient. Clean-up will be completed in time for Rex Allen Days.
- He mentioned that the owners of the properties cleaned up using CDBG money were notified to keep their property clean, as this was part of the agreement, and they have begun to comply.

**COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS**

- Councilmember Johnson thanked everyone for their support on the election. He encouraged the City to lead by example by using local businesses. He also noted that everyone should support our local events.
- Councilmember Laws congratulated the newly elected and re-elected members to Council. He missed the tree ceremony as it was rescheduled due to the weather. He is looking forward to Rex Allen Days. He added, as always, to please support the local police.
- Councilmember Bowlby provided an update on the bike race. It was well attended with over 400 riders and this year there were more local volunteers. He also participated in the local golf tournament and noted that more promotion needs to be done next year. He noted the tree planting ceremony was nice. Northern Cochise County Hospital (NCCH) received over \$16,000 from the auction. He also congratulated the newly and re-elected Councilmembers. He mentioned that community clean-up is coming up soon. He mentioned Ted's wife helps to keep the area she walks around clean.
- Mayor Irvin thanked the Public Works Director for doing a great job of fixing the potholes around the City.

**ADJOURN**

With no further business before the Mayor and Council, the meeting was adjourned at 7:01 p.m. by Mayor Irvin.

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 15<sup>th</sup> day of September 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

**Dated this 15<sup>th</sup> day of September 2016**

\_\_\_\_\_  
City Clerk Virginia A. Mefford, CMC

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 15<sup>th</sup> DAY OF SEPTEMBER 2016**

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of October 2016.

**ATTEST:**

\_\_\_\_\_  
Mayor Robert A. Irvin

\_\_\_\_\_  
City Clerk Virginia A. Mefford, CMC



CITY OF WILLCOX  
Council Action Form

Agenda Item: 8  
Tab Number: 2

**Meeting Date:**

October 20, 2016

**Action:**

Resolution  
 Ordinance  
 Other

**Subject:** Masonic Temple's  
125<sup>th</sup> Anniversary celebration  
street closure

**To:** Mayor and City Council

**From:** Galovale Galovale, P.E., Public Works Director

**Discussion:** The Masonic Temple is requesting a street closure for Maley Street between Haskell Avenue and the alley for a 125<sup>th</sup> Anniversary celebration to be held on November 12<sup>th</sup> from 8:00 a.m. until 12:00 p.m.

City crews will place and remove signage and barricades.

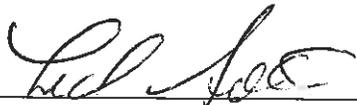
**Recommendation:** Approve street closure request for the Masonic Temple's 125<sup>th</sup> Anniversary celebration.

**Fiscal Impact:** \$0

**Submitted by:**

  
Galovale Galovale, Public Works Director

**Approved by:**

  
Ted Soltis, City Manager



Street Closure Request Form

WILLCOX Lodge #10 F&AM  
Name of Applicant

November 12th 2016  
Date

114 W Maple ST  
Address

520-507-3445  
Phone

Willcox Masonic Lodge #10  
Event - Event Sponsor

8 AM  
Start Date - Time

1 PM  
End Date - Time

Street(s) to be closed - Beginning and ending points

West Maple To Alley

BMW's OK. (X)

Willeys Insurance closed

The applicant understands that a certificate of liability insurance for one million dollars (\$1,000,000) naming the City of Willcox as "additionally insured" must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and be offered an opportunity to make comments. Comments may be submitted to the City Clerk prior to the Council meeting or may be stated in the public meeting.

Marlin Eastman W.M.  
Applicant Signature

OCTOBER 14, 2016  
Date

Received By \_\_\_\_\_

Date \_\_\_\_\_



CITY OF WILLCOX  
Council Action Form

Agenda Item: 9  
Tab Number: 3

**Meeting Date:**

October 20, 2016

**Action:**

Resolution  
 Ordinance  
 Other

**Subject:** Veterans Day  
parade street closure

**To:** Mayor and City Council

**From:** Galovale Galovale, P.E., Public Works Director

**Discussion:** The Willcox Veterans Support Group is requesting a street closure for the Veterans Day parade to be held on November 12<sup>th</sup> from 9:00 a.m. until 12:00 p.m. The parade will start at the Community Center on Austin Boulevard, then proceed East down Stewart Street to Railroad Avenue, then South on Railroad Avenue to Maley Street.

City crews will place and remove signage and barricades.

**Recommendation:** Approve street closure request for the Veterans Day parade.

**Fiscal Impact:** \$0

Submitted by:   
Galovale Galovale, Public Works Director

Approved by:   
Ted Soltis, City Manager

Street Closure Request Form

Willcox Veterans Support Group  
Name of Applicant

10-11-14  
Date

3156 N. McAlele Ave Willcox AZ 85643  
Address

520-507-1077  
Phone

Willcox Veterans Support Group  
Event - Event Sponsor

11-11-14 @ 10:00 A.M.  
Start Date - Time

11-11-14 12:00  
End Date - Time

Street(s) to be closed - Beginning and ending points

Stewart Street in front of Community Center - To  
Railroad Ave. + Maley.

The applicant understands that a certificate of liability insurance for one million dollars (\$1,000,000) naming the City of Willcox as "additionally insured" must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and be offered an opportunity to make comments. Comments may be submitted to the City Clerk prior to the Council meeting or may be stated in the public meeting.

Connie Dunham  
Applicant Signature

10-11-14  
Date

Received By

Date

# Petition to Close Railroad Avenue

11-11-16 @ 10:00 A.M.

Start Date - Time

11-11-16 12:00

End Date - Time

(Connie Dunham) Willcox Veterans Support Group  
Event - Event Sponsor

## Businesses' Signature

Flying Leap:

Robert Seeger

Friends of Marty Robbins:

Ignacio Buckley

Gallery 94:

Chae Leger

Keeling Schaefer:

Keeling Schaefer

Rex Allen Museum:

Allys Olsen

Rodney's:

Rodney's

Willcox Historic Theater:

Gary Clend



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Specialty Advantage Insurance Services 1100 Glendon Ave. Suite 900 Los Angeles, CA 90024	<b>CONTACT NAME:</b> TULIP Administrator <b>PHONE (A/C, No, Ext):</b> (800) 507-8414 <b>E-MAIL ADDRESS:</b> tulip@onebeacon.com <b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Connie Dunham 3156 N McAleb Willcox, AZ 85643	<b>INSURER A:</b> Atlantic Specialty Insurance Company	<b>NAIC #</b> 27154
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 91800                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		GL00565-07	11/11/2016	11/12/2016	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 50,000 MED EXP (Any one person) § Excluded PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § None PRODUCTS - COMP/OP AGG § 1,000,000 \$	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b>						ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	
	<b>UMBRELLA LIAB</b>						<input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Third Party Property Damage	X		PF00493-06	11/11/2016	11/12/2016	Limit 1,000,000 Deductible 1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Veteran's Day Parade  
11/11/2016

### CERTIFICATE HOLDER

National League of Cities  
1301 Pennsylvania Ave. NW  
7th Floor  
Washington, DC 20004

AZ - City of Willcox  
101 S Railroad Ave. Ste B  
Willcox, AZ 85643

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF WILLCOX  
Council Action Form

Agenda Item: 10  
Tab Number: 4

**Meeting Date:**  
October 20, 2016

**Action:**  
 Resolution  
 Ordinance  
 Other

**Subject:** Resolution 2016-18 -  
ADOH Office of Manufactured  
Housing (IGA)

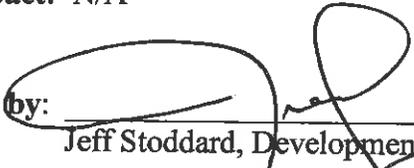
**To:** Mayor and City Council

**From:** Jeff Stoddard, Development Services

**Discussion:** The Arizona Department of Housing, Office of Manufactured Housing (OMH), is tasked with maintaining standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and their installation. OMH is also tasked with entering into agreements with jurisdictions to enforce installation standards.

**Recommendation:** Approve Resolution 2016-18.

**Fiscal Impact:** N/A

**Submitted by:**   
Jeff Stoddard, Development Services Administrator

**Approved by:**   
Ted Soltis, City Manager

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

**RESOLUTION 2016-18**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX AND THE ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING (OMH), FOR THE PURPOSE OF ENFORCING OMH INSTALLATION STANDARDS**

**WHEREAS**, pursuant to A.R.S. § 41-4002 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same, and

**WHEREAS**, A.R.S. § 41-4004(B)(5) directs OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

**WHEREAS**, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the City's jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:**

**SECTION 1:** Approves the Intergovernmental Agreement between the City of Willcox and the Arizona Department of Housing, Office of Manufactured Housing, presented herein as Exhibit "A".

**SECTION 2:** The Mayor is authorized and empowered to execute this Resolution.

**SECTION 3:** The City Manager is authorized and directed to take all action necessary and required to carry out the intent of this Resolution.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 20<sup>th</sup> day of October, 2016.**

**APPROVED/EXECUTED:**

\_\_\_\_\_  
**ROBERT A. IRVIN, Mayor**

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**VIRGINIA A. MEFFORD, City Clerk**

\_\_\_\_\_  
**ANN P. ROBERTS, City Attorney**

**AGREEMENT**

**BETWEEN**

**ARIZONA DEPARTMENT OF HOUSING  
OFFICE OF MANUFACTURED HOUSING**

**AND**

**CITY OF WILLCOX**

**TO ENFORCE INSTALLATION STANDARDS**

This **AGREEMENT** ("Agreement") is entered into this 20<sup>th</sup> day of October, 2016, by and between the **ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING** ("OMH") and the City of Willcox ("Agency").

**WHEREAS**, pursuant to A.R.S. § 41-4002 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

**WHEREAS**, A.R.S. § 41-4004 (B) (5) directs OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; 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. § 41-4004 (B) (4) and A.A.C. R4-34-102 as they apply to installation standards and accessory structures.
2. **Term.** The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. **Standards of Performance.** In exercising the authority delegated hereunder 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 IGA Report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be

submitted with the monthly report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or before the 15<sup>th</sup> 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. § 41-4010 (A) (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:

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

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

b. If intended for Agency, to:

City of Willcox  
Development Services Department  
250 N. Railroad Ave.  
Willcox, Arizona 85643

Attn: Jeff Stoddard  
Title: Building Inspector  
Phone: (520) 384-6447

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.
14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.
16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.
19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the

payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither the OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

CITY OF WILLCOX:

Names: \_\_\_\_\_  
Michael Traylor, Director  
Arizona Department of Housing

Name: \_\_\_\_\_  
Robert Irvin, Mayor

\_\_\_\_\_  
Debra Blake, Deputy Director  
Arizona Department of Housing  
Office of Manufactured Housing

ATTEST: \_\_\_\_\_  
Virginia Mefford, City 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: \_\_\_\_\_  
Ann Roberts, City 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: \_\_\_\_\_  
Valerie L. Marciano, Esq.  
Assistant Attorney General