

**SERIAL 16048 ROQ HEARING OFFICERS
Contract - Prudence Lee**

DATE OF LAST REVISION: April 28, 2016

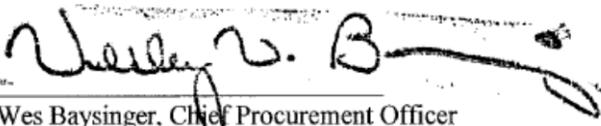
CONTRACT END DATE: April 30, 2018

CONTRACT PERIOD THROUGH APRIL 30, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HEARING OFFICERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 28, 2016. (Eff. 05/01/2016)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Andrew Mesquite, Human Resources
Darren Gerard, Planning & Development
David Bruce, Air Quality
Diana Cabanillas, Environmental Services
Karen Scott, Flood Control
Keely Farrow, Human Resources

(Please remove Serial 09126-S from your contract notebooks)



CONTRACT PURSUANT TO ROQ

SERIAL 16048-ROQ

This Contract is entered into this 28th day of April, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Prudence Lee, an Arizona corporation ("Contractor") for qualified licensed attorneys with considerable experience as civil hearing officers, and/or in the technical area of building construction, more particularly in the application and administration of construction codes (Registered Civil Engineer and/or Registered Architectural Engineer), air quality law and employment law including workforce merit and personnel issues to serve as hearing officers.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 1st day of May, 2016 and ending the 30th day of April, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 At the County's sole discretion, compensation may be adjusted at the Contract anniversary dates.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date, time and location where service was performed
- Number of hours expended – per case, if more than one case, specifying whether for research or for a hearing

- Description of case(s) heard
- Hourly rate
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings?, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the Contractor's performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

6.2 INSURANCE:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 6.2.7 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.10 Certificates of Insurance:

6.2.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County), issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.11 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 REQUIREMENTS CONTRACT:

6.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred

after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

- 6.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.6 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.6.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.6.2 Make progress, so as to endanger performance of this contract; or
- 6.6.3 Perform any of the other provisions of this contract.
- 6.6.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.8 CONTRACTOR LICENSE REQUIREMENT:

- 6.8.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.8.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact

the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.9 SUBCONTRACTING:

6.9.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.10 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.11 ADDITIONS/DELETIONS OF SERVICE:

6.11.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.12 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.13 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.15 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.16 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.16.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.16.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.16.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.16.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.16.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.16.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.17.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.17.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.18 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the

Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.18 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.18.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.18.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.19 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

6.19.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.19.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.19.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.20.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.20.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.20.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion

of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.21 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.22 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.23 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.24 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.25 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.26 INDEPENDENT CONTRACTOR:

6.26.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

6.26.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

6.26.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save

and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

6.27 WAIVER OF CLAIMS:

6.27.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.

6.27.2 Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

6.27.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

6.27.3.1 County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and

6.27.3.2 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

6.27.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

6.28 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Prudence Lee
Prudence Lee
1023 E. Country Gables Dr.
Phoenix, AZ

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Prudence Lee
AUTHORIZED SIGNATURE

Prudence Lee, Attorney
PRINTED NAME AND TITLE

1023 E. Country Gables Dr Phoenix Az
ADDRESS

4-21-16
DATE

MARICOPA COUNTY

[Signature]
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

5/11/16
DATE

ATTESTED:

N/A
CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

Randall B. Pennings
DEPUTY COUNTY ATTORNEY

May 2, 2016
DATE

EXHIBIT A
PRICING

SERIAL 16048-ROQ
 NIGP CODE: 91874
 RESPONDENT'S NAME: Prudence Lee
 COUNTY VENDOR NUMBER : _____
 ADDRESS: 1023 E. Country Gables Drive
Phoenix, AZ 85022
 P.O. ADDRESS: None
 TELEPHONE NUMBER: 602 758-9914
 FACSIMILE NUMBER: 602 296-5869
 WEB SITE: None
 CONTACT (REPRESENTATIVE): Prudence Lee
 REPRESENTATIVE'S E-MAIL ADDRESS: jurisprudence@q.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	x	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	x	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	x	_____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[x] NET 30 DAYS

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$150.00 per hour with a guaranteed minimum charge of \$200 per hearing. (Note: The guaranteed minimum charge of \$400 per convened hearing is applicable only one time per appeal case and applies only when the payment for the convened hearing at the \$150.00 per hour rate totals less than \$200.00.

1.2 Time spent on preparation for an appeal hearing; preparation of the findings of facts, conclusions of law and recommendation; and conferences with commission regarding a particular appeal will be compensated at \$120.00 per hour.

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

Maricopa County has a continuing need for qualified licensed attorneys with considerable experience as civil hearing officers, and/or in the technical area of building construction, more particularly in the application and administration of construction codes (Registered Civil Engineer and/or Registered Architectural Engineer), air quality law and employment law including workforce merit and personnel issues to serve as hearing officers for various Maricopa County Departments. The intent is to develop a team of hearing officers to provide expert review for both legal and technical violations. The County shall award this contract to all Respondents that meet the stated minimum requirements, accept the contract document as presented and accepts the County's compensation (Attachment A). All awardees will be placed in a pool with work rotated to all awardees unless the County declares a conflict in any particular case.

Other governmental entities under agreement with the County may have access to services provided hereunder (see Sections 3.7 and 3.7 above)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SCOPE OF WORK:

2.1 SCOPES OF WORK:

Contractor shall provide all labor, transportation and materials to conduct administrative hearings. Specific assignments may include scheduling and conducting hearings, examining evidence and correspondence, and drafting reports including findings of fact, conclusions of law and either a recommendation or decision.

2.1.1 For the Planning and Development Department:

2.1.1.1 Preside over and conduct Penalty hearings to ensure due process to evaluate testimony, evidence *de novo* to determine case facts and provide written decisions, which are binding on all parties, and shall be of sufficient detail to meet all legal requirements.

2.1.1.2 Review issued ordinance, code and regulation citations of violations in Maricopa County, preside at violation hearings and make a determination whether a violation exists, and if no violation exists, dismiss the violation as required.

2.1.1.3 Impose civil penalties in accordance with Chapters 15 & 16 of the Maricopa County Zoning Ordinance as necessary.

2.1.1.4 Hear appeals on Adult Business license/permit denials, revocations, non-renewals or suspensions.

2.1.1.5 Hear appeals of exactions/conditions related to administratively approved applications.

2.1.1.6 Submit written findings and decisions to the Planning and Development Department within 10 days of each hearing.

2.1.1.7 Dispose of objections expressed.

2.1.1.8 Conduct legal research to fully address all legal arguments.

2.1.1.9 Adopted Codes.

Maricopa County has currently adopted the following regulations under A.R.S. Title 11 Chapter 6 County Planning and Zoning:

- 2012 International Residential Code
- 2012 International Building Code
- 2012 International Mechanical Code
- 2011 National Electric Code
- 2012 International Plumbing Code
- 2012 International Energy Conservation Code
- 2012 International Green Construction Code
- 2012 International Existing Building Code
- 2012 International Fuel Gas Code
- Local additions and Addenda
- Zoning Ordinance
- Military Airport Zoning Ordinance
- Subdivision Regulations
- Ordinance for Adult Oriented Facilities and Business Licenses
- Abatement Ordinance
- Drainage Regulations
- Hours of Construction Ordinance
- Licensing Time Frames Ordinance
- Noise Ordinance

2.1.1.10 The Planning and Development Department will supply currently adopted local amendments and a copy of other locally adopted ordinances to the successful Respondent(s). The Planning and Development Department will also supply to the successful Respondent(s), a copy of the Rules of Procedure for Civil Hearings and Review of Hearings. Future local amendments to the Building Code and additional Zoning Ordinance amendments are anticipated during the term of any resultant contract. The Planning and Development Department will provide copies of any future changes to the successful Respondent(s) prior to the effective date. Copies of national/international codes shall be the responsibility of the Respondent.

2.1.2 For the Environmental Services Department:

2.1.2.1 Preside at hearings and when applicable, make a finding regarding civil penalties. All hearings shall be conducted in accordance with Arizona Revised Statutes §41-1061 *et. seq.*

2.1.2.2 The work product shall consist of actual conduct of hearings and written findings and decisions for each case assigned.

2.1.2.3 Written findings and decisions shall be submitted to the Department within ten (10) days of each hearing and be of sufficient detail to meet all legal requirements.

2.1.2.4 Conduct legal research to fully address all legal arguments.

2.1.2.5 Adopted Codes:

- Maricopa County Environmental Health Code (including regulations and codes adopted therein and all Delegation Agreements between the Maricopa County Environmental Services Department and State of Arizona Agencies)

- Maricopa County Storm Water Quality Management and Discharge Control Regulation

2.1.3 For the Flood Control District:

- 2.1.3.1 Preside over and conduct hearings to ensure due process to evaluate testimony, evidence *de novo* to determine case facts and provide written decisions, which are binding on all parties, and shall be of sufficient detail to meet all legal requirements.
- 2.1.3.2 Shall respond in the required time frames set in the Floodplain Regulations for Maricopa County, Article Seven - Enforcement.
- 2.1.3.3 Submit written findings and decisions to the Flood Control District within 10 days of each hearing.
- 2.1.3.4 Dispose of objections expressed.
- 2.1.3.5 Conduct legal research to fully address all legal arguments.
- 2.1.3.6 May meet with municipal officials, appellants or their representatives to explain rights/obligations and discuss hearing rules/procedures
- 2.1.3.7 Permit questioning and cross-examination of witnesses.
- 2.1.3.8 Adopted Codes:
 - Floodplain Regulations for Maricopa County (June 25, 2014 Revision)

2.1.4 For the Air Quality Department:

- 2.1.4.1 Preside over and conduct hearings to ensure due process to evaluate testimony, evidence *de novo* to determine case facts and provide written decisions, which are binding on all parties, and shall be of sufficient detail to meet all legal requirements.
- 2.1.4.2 Submit written findings and decisions to the Maricopa County Air Pollution Control Officer within 10 days of each hearing.
- 2.1.4.3 Dispose of objections expressed.
- 2.1.4.4 Conduct legal research to fully address all legal arguments.
- 2.1.4.5 May meet with municipal officials, appellants or their representatives to explain rights/obligations and discuss hearing rules/procedures.
- 2.1.4.6 Permit questioning and cross-examination of witnesses.

2.1.5 For the Employee Merit System and Law Enforcement Officers' Merit Systems Commissions:

- 2.1.5.1 Preside over and conduct hearings to evaluate testimony and evidence; act on behalf of the specific Merit System Commission as authorized by statute, resolution or rule; rule on motions and evidentiary matters; and make recommended findings of fact, conclusions of law and recommendations, subject to the appropriate Arizona statutes, rules and resolutions of the specific Merit System Commission.

- 2.1.5.2 Accept merit system appeal cases for hearing as assigned, generally on a rotation basis, by the Human Resources Department as administrator to the Merit Systems Commissions.
- 2.1.5.3 Present claims for payment to the Human Resources Department, or other respective County Agency as directed, in accordance with prescribed procedures.
- 2.1.5.4 Accept assignments when available, excepting an assignment where possible personal or professional conflict of interest exists. In the event that a possible conflict exists, the Contractor shall notify the respective Merit System Commission through the Human Resources Department promptly. The Contractor shall be reasonably available to hear appeals on normal Maricopa County business days and shall refuse no more than one assignment per quarter due to scheduling issues.
- 2.1.5.5 Submit findings of fact, conclusions of law, and recommended orders in sufficient detail to meet Merit System requirements within the number of days prescribed by the specific Merit System Commission after conducting an appeal hearing and shall provide any further information in accordance with the appropriate Merit Commissions' rules, resolutions and Arizona statutes.
- 2.1.5.6 Respond in the required time frames set in the resolution and rules of the respective Merit Systems and/or Arizona statute.
- 2.1.5.7 Dispose of objections expressed by the parties to an appeal.
- 2.1.5.8 Conduct legal research to fully address all legal arguments.
- 2.1.5.9 Permit questioning and cross-examination of witnesses.
- 2.1.5.10 Keep the Human Resources Merit Systems Commission Coordinator apprised of case status, actions, extensions, and any other relevant matters occurring through the course of an assignment to a specific appeal.

2.1.6 PREPARATION TIME.

Time spent on preparation shall include pre-hearing review of the file or case; any conversations with the appellant, respondent or their attorneys; review of the transcripts and exhibits; review, research and rulings on motions, preparation of the findings of fact, conclusions of law and recommended orders, and any conferences with the Merit Commissions regarding the particular case or hearing. Time spent on such preparation shall be billed at the hourly rate specified in Exhibit A and in Section 2.1.8 below. *No compensation will be paid for travel or per diem.*

2.1.7 MINIMUM REQUIRED QUALIFICATIONS.

- 2.1.7.1 Following are the minimum requirements that shall be met and maintained throughout the term of this Contract. Qualifications for each position shall be based upon the individual who will actually carry-out the work, and not that of the firm for whom the individual works.
- 2.1.7.2 To provide services under any resulting contract, Respondent shall:
 - 2.1.7.2.1 Be a graduate of an ABA accredited Law School;
 - 2.1.7.2.2 Be licensed to practice law in Arizona and be a member in good standing with the Arizona State Bar;

- 2.1.7.2.3 Have practiced law in Arizona for a minimum of 5-years;
- 2.1.7.2.4 Experience practicing law, for a period of not less than three (3) years specifically dealing with the area of law for which the Respondent submitted a bid; and
- 2.1.7.2.5 Have served as a hearing officer for a period of not less than three (3) years specifically dealing with the area for which the Respondent submitted a bid for a minimum of 3-years (except for Planning and Development, see 2.1.7.2.8 below; except for Employee Merit System and Law Enforcement Officers' Merit System Commission, see 2.1.7.2.12 below).
- 2.1.7.2.6 The Contractor must be able to write an intelligible report, succinctly and clearly write the findings of fact and conclusions of law.
- 2.1.7.2.7 License to practice law has not been suspended/revoked pursuant to a disciplinary order.
- 2.1.7.2.8 For Planning and Development, specifically and in addition to sections 2.1.1.1 thru 2.1.1.10 above, Respondent shall be a licensed attorney with at least ten (10) years of progressively responsible experience in land development law and/or civil hearing officer duties. Preference will be given to Respondents with public sector land use planning and zoning experience or with experience with a law firm that specializes in land use and zoning law.
- 2.1.7.2.9 For Environmental Services Department, specifically and in addition to sections 2.1.2.1 thru 2.1.2.5 above, Respondent shall be familiar with and understand the Maricopa County Environmental Health Code, the Maricopa County Stormwater Quality Management and Discharge Control Regulation, the adopted codes referenced in Section 2.1.2, above and Arizona Revised Statutes §§ 36-136, 36-183.02, thru 36-183.04 36-601, 36-184.B4, 36-187.C, 11-251 PARAGRAPHS 17 AND 31, 49-371, 49-372,49-106, and 49-107.
- 2.1.7.2.10 For Flood Control District, specifically and in addition to sections 2.1.3.1 thru 2.1.3.8 above, the Respondent shall be familiar with and understand the Floodplain Regulations and Enforcement Section adopted by the Flood Control District Board of Directors under A.R.S. Title 48-3603, 48-3609 and 48-3615.
- 2.1.7.2.11 For Air Quality Department, specifically and in addition to sections 2.1.4.1 thru 2.1.4.6 above, the Respondent shall be familiar with and understand Arizona Revised Statutes Title 49, Chapter 3.
- 2.1.7.2.12 For Employee Merit System Commission and Law Enforcement Officers' Merit System Commissions, in substitution of section 2.1.7.2.5, Respondent may demonstrate a combination of experience as a licensed attorney with at least ten (10) years of progressively responsible experience in employment law, employment litigation and/or civil hearing officer duties. Such experience may be considered in lieu of the requirement pertaining to three (3) years' experience as a hearing officer. Preference may be given to Respondents with public sector employment litigation experience. Further, specifically and in addition to section 2.1.5.1

thru 2.1.5.9 above, the Respondent shall be familiar with and understand Arizona Revised Statutes Title 11, Chapter 2, Article 10; Title 38, Chapter 7, Article 1; and Title 38, Chapter 8, Article 1 and be familiar with public sector merit based personnel administration and the Resolution and Rules of each Maricopa County Merit System.

2.1.8 COMPENSATION STRUCTURE:

2.1.8.1 Convened hearings shall be compensated at a rate of \$150.00 per hour with a guaranteed minimum charge of \$200 per hearing. (Note: The guaranteed minimum charge of \$200 per convened hearing is applicable *only one time* per appeal case and applies only when the payment for the convened hearing at the \$150.00 per hour rate totals less than \$200.00.)

2.1.8.2 Time spent on preparation for an appeal hearing; preparation of the findings of facts, conclusions of law and recommendation; and conferences with commission regarding a particular appeal will be compensated at \$120.00 per hour.

PRUDENCE LEE, 1023 E. COUNTRY GABLES DRIVE, PHOENIX, AZ 85022

PRICING SHEET: NIGP CODE 91874

Terms: NET 30

Vendor Number: W000004434 X

Telephone Number: 602-595-3395

Fax Number: 602 296-5869

Contact Person: Prudence Lee

E-mail Address: jurisprudence@q.com

Contract Period: To cover the period ending **April 30, 2018.**