

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA. THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, SEPTEMBER 7, 2010 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Recognition of 4 employees for August's "Spotlight on Employees" Program. **(Juley Bocardo-Homan)**
- 3 **REGULAR AGENDA ITEMS:**
 - A **(Motion to convene as the Gila County Library District Board of Directors.)**
Information/Discussion/Action to authorize the submission of a State-Grants-In-Aid application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division for the 2010 fiscal year in the amount of \$23,000 designated to Gila County for the period July 1, 2010, through June 30, 2011. **(Jacque Griffin) (Motion to reconvene as the Gila County Board of Supervisors.)**
 - B Information/ Discussion/Action to adopt Proclamation 10-07, a proclamation of the Board of Supervisors of Gila County, Arizona to declare September 27, 2010, as "Family Day-A Day to Eat Dinner with your Children" in Gila County **(Jacque Griffin)**
 - C Information/Discussion/Action to approve an Intergovernmental Agreement (Contract #DE111093-001) between Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County Division of Health and Community Services dba Gila Employment and Special Training to provide Work Exploration and Supported Education services to Vocational Rehabilitation clients through September 30, 2015, unless otherwise agreed upon by both parties in writing. **(Dave Caddell)**
 - D Information/Discussion/Action to adopt Resolution 10-09-02 to designate Yavapai County Restoration to Competency as Gila County's primary competency restoration program and authorize the Chairman to sign the Intergovernmental Agreement between Yavapai County and Gila County for restoration to competency services at a cost of \$350/day per client for the first day and \$250/day for each subsequent client day; the term of the IGA is for the period July 1, 2010, to June 30, 2011, renewable annually for up to three one-year terms by mutual agreement of the parties. **(Don McDaniel)**
 - E Information/Discussion/Action to adopt Resolution No. 10-09-03 authorizing the Board of Supervisors to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Arizona Department of Transportation File No. IGA/JPA 10-1611 for the paving of a portion of Forest Road 512 (Young Road) from SR 260 to Forest Road 291. **(Steve Stratton)**

F Information/Discussion/Action to award Contract No. 051910 VHF Repeater System Implementation to Canyon State Wireless, Inc. in the amount of \$49,826.81 to provide for VHF Repeater System implementation at Aztec Peak for the Gila County Sheriff's Office. **(Adam Shepherd)**

4 **CONSENT AGENDA ACTION ITEMS:**

A Adoption of an Order designating polling places for the purpose of conducting the General Election on Tuesday, November 2, 2010.

B Adoption of an Order appointing poll workers for the purpose of conducting the General Election on Tuesday, November 2, 2010.

C Adoption of an Order appointing election board workers for the purpose of conducting the General Election on Tuesday, November 2, 2010.

D Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara L. Morken to temporarily extend the patio area of the Rimside Grill in order to serve liquor in that extended area for the following events/dates: 9/19/10 - Strawberry's Elite Blues and BBQ charity function; 9/25/10 through 9/26/10 - Rimside Grill's Oktoberfest Celebration; and 10/9/10 - Justice McNeely Foundation Quad Run and Auction.

E Approval of an Application for Special Event License submitted by the Lions Club of Globe, AZ, Inc. to serve liquor at the Gila County Fair on September 16, 2010, and September 18, 2010.

F Approval of personnel reports/demands/transfers for the week of September 7, 2010.

G Approval of finance reports/demands/transfers for the week of September 7, 2010.

5 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

6 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)(3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

From: [Pasalic, Vanja](#)
To: [Caddell, Dave;](#)
cc: [Levandowsky, Katharine, M; White, Benjamin, R ; Lira, Gloria;](#)
Subject: DE111093-001 IGA for Client Access, Education and Information (Career Exploration and Supported Education)
Date: Wednesday, August 18, 2010 3:21:03 PM
Attachments: [Exhibit J Data Sharing Request Agreement form~14.doc](#)
[Attachment 01 Service Implementation Questionnaire~16.doc](#)
[Attachment 02 Price Sheet.doc](#)
[Attachment 03 Request for Search of Central Registry Background Check.doc](#)
[Attachment 04 Facility Location Chart Gila .doc](#)
[DE111093001 IGA Gila County 8-18-10.docx](#)
[DE111093001 Scope of Work rev 8-18-10.docx](#)
[Exhibit A Client Service Plan~14.doc](#)
[Exhibit B Career Exploration Summary~14 \(1\).doc](#)
[Exhibit B Career Exploration Summary~14.doc](#)
[Exhibit C Contractor Code of Conduct~14.doc](#)
[Exhibit D Client Transportation Requirements~14.doc](#)
[Exhibit E Monthly Progress Report~15.doc](#)
[Exhibit F Quarterly Report~14.doc](#)
[Exhibit G Contractor Billing Form~14.doc](#)
[State of Arizona Substitute W-9.pdf](#)

Hello Dave,

Please bear with me while reading through this lengthy e-mail. It is important that you read all the way through to understand these somewhat complex instructions.

Attached you will find the following documents:

1. DE111093-001 Intergovernmental Agency Agreement (IGA) that references the Scope of Work (which is a separate document).

Attachments

1. Scope of Work Client Access, Education and Information (Career Exploration and Supported Education)
2. Service Implementation Questionnaire (Attachment 01)
3. Price Sheet (Attachment 02)
4. Request for Search of Central Registry for Background Check (Attachment 03)
5. Facility Location Chart (Attachment 04).
6. Arizona Substitute W-9 form

Exhibits

- 1 Client Service Plan (Exhibit A)
- 2 Career Exploration Summary (Exhibit B)
- 3 Contractor Code of Conduct (Exhibit C)
- 4 Client Transportation Requirements (Exhibit D)
- 5 Monthly Progress Report (Exhibit E)
- 6 Quarterly Report (Exhibit F)
- 7 Contractor Billing Form (Exhibit G)
- 8 Data Sharing Agreement (Exhibit J)

Instructions for Submission

Please complete the following documents (1-4) and send them to me. My address is DES/RSA Contracts Unit Manager PO BOX 6123 Site Code 930A; Phoenix, AZ 85005.

1. Two signed originals of DE111093-001 Intergovernmental Agency Agreement (IGA)
2. Complete Service Implementation Questionnaire (Attachment 01) which is basically the service methodology
3. Complete Price Sheet (Attachment 02). Enter your proposed rates for the services
4. Complete Facility Location Chart (Attachment 04)
5. Complete and signed Arizona Substitute W-9 form

DO NOT SEND TO ME Request for Search of Central Registry for Background Check (Attachment 03). This form must include all your agency staff that will provide direct client services. Complete, **sign** and **mail this document to:**

Arizona Department of Economic Security
Division of Children Youth and Families (DCYF)- Contracts Unit
Attn: CPS Background Check
1789 West Jefferson, Site Code 940A
Phoenix, Arizona 85007

PROCESS:

- Please send Request for Search of Central Registry for Background Check to DCYF at your earliest convenience.
- After I receive all the documents from you, I will verify with DCYF to ensure that there are no findings.
- I will forward all contract documents to our procurement office for execution. Once the contract is signed by our procurement, I will send you your original.
- After the contract is executed, I will send you a form called Data Sharing Agreement, which only requires your agency signature.

Vanja Pasalic, M.A.,CRC
Contracts Unit Manager
Rehabilitation Service Administration
602.542.6296

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

Regular BOS Meeting

Date: 09/07/2010

Submitted For: Juley Bocardo-Homan, Deputy Personnel Director
Submitted By: Erica Raymond, Deputy County Manager
Department: Deputy County Manager Division: Personnel
Presenter's Name: Juley Bocardo-Homan

Information

Request/Subject

Monthly recognition of county employees

Background Information

Purpose is to provide recognition for the following qualities: team work, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Recognition of 4 employees for August's "Spotlight on Employees" Program. **(Juley Bocardo-Homan)**

Regular BOS Meeting

Date: 09/07/2010

Submitted For: Jacque Griffin, Asst. County Manager/Librarian

Submitted By: Mary Stemm, Library District

Department: Library District

Fiscal Year: 2010-2011 Budgeted?: Yes

Contract Dates - Begin & End: 7/1/2010-6/30/2011

Grant?: Yes

Matching Requirement?: No Fund?: Renewal

Presenter's Name:

Information

Request/Subject

State Grants in Aid 2011

Background Information

This is a recurring grant from the Arizona State Library Archive and Public Records.

Evaluation

The Gila County Library District will be using the SGIA 2011 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

Conclusion

FOR THE DISTRICT AS A WHOLE: 30% or \$7,000

We use these funds in various ways to supplement our services to the eight affiliate libraries.

- Part of SGIA funds are earmarked for the AZLA conference to encourage networking with other library piers, travel and training opportunities, both for the district staff, and staff at the eight libraries.
- We will continue to provide the Wilson Standard Catalog "5 pack" database for the Affiliate and District staff's use.
- We will continue to purchase public access to the Proquest Library Ancestry and the Learning Express Databases.
- The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws.

FOR THE INDIVIDUAL LIBRARIES: 70% OR \$16,000

Each library in the district will be allocated \$2,000.00 to be spent on programs, projects or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Recommendation

The District recommends that the County apply for State Grants In Aid 2011 in order to continue offering quality service to the library patrons of Gila County.

Suggested Motion

(Motion to convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to authorize the submission of a State-Grants-In-Aid application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division for the 2010 fiscal year in the amount of \$23,000 designated to Gila County for the period July 1, 2010, through June 30, 2011. **(Jacque Griffin) (Motion to reconvene as the Gila County Board of Supervisors.)**

Attachments

Link: State Grants In Aid 2011

Delete

Grant Application Cover Sheet

Current Status
Incomplete
Application

Save

Save and Continue

Save And Exit

Cancel

Print

Date Certification Received: None

General Project Information

gila2011

Gila County Library District

1400 East Ash

Globe

AZ

85501-1414

Does the applicant meet all the eligibility criteria for a library? Yes No

If no, what criteria is the applicant missing?

Project Contact Information

Contact Name Jacque Griffin

E-mail Address jgriffin@co.gila.az.us

 Use Library Address as Contact Address

Mailing Address 1 1400 East Ash

Mailing Address 2

City Globe

State

AZ

Zip Code

85501-1414

Phone

928-402-8770

Fax

928-425-3462

Legal Administrator Information

 The Project Contact is the Legal Administrator

Title

First Name Jacque

Last Name

Griffin

E-mail Address jgriffin@co.gila.az.us

Mailing Address 1 1400 East Ash

Mailing Address 2

City Globe

State

AZ

Zip Code

85501-1414

Phone

928-402-8770

Fax

928-425-3462

If this grant is awarded, what entity should the award check be made out to? Gila County Library District

DESCRIPTION OF EXPECTED USE OF SGIA FUNDS:

The Gila County Library District will be using the SGIA 2011 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

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Application Fiscal Report

Save

Save and Continue

Save And Exit

Cancel

Print

Type	Vendor	Grant Funds	Local Funds	Cash	Total	
Salaries & Benefits				<input type="checkbox"/>		Add
Salaries & Benefits		\$0.00	\$50,500.00	<input type="checkbox"/>	\$50,500.00	Edit Delete
		\$0.00	\$50,500.00		\$50,500.00	
Contractual Services		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
Contractual Services		\$200.00	\$0.00	<input type="checkbox"/>	\$200.00	Edit Delete
		\$200.00	\$0.00		\$200.00	
Travel		\$200.00	\$0.00	<input type="checkbox"/>	\$200.00	Edit Delete
Travel		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
		\$200.00	\$0.00		\$200.00	
Equipment		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
Equipment		\$1,000.00	\$0.00	<input type="checkbox"/>	\$1,000.00	Edit Delete
		\$1,000.00	\$0.00		\$1,000.00	
Software		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
		\$0.00	\$0.00		\$0.00	
Library Collection Materials		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
Library Collection Materials		\$21,100.00	\$0.00	<input type="checkbox"/>	\$21,100.00	Edit Delete
		\$21,100.00	\$0.00		\$21,100.00	
Supplies		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
Supplies		\$500.00	\$0.00	<input type="checkbox"/>	\$500.00	Edit Delete
		\$500.00	\$0.00		\$500.00	
Other		\$0.00	\$0.00	<input type="checkbox"/>	\$0.00	Edit Delete
		\$0.00	\$0.00		\$0.00	
		\$23,000.00	\$50,500.00		\$73,500.00	

Certification of Application

I certify this application to be true and accurate to the best of my knowledge. On behalf of all organizations participating in this application, I hereby assure and certify that I will comply with all regulations, policies, guidelines and requirements pertinent to the application and to the use of award funds. Funds will not be used for indirect or administrative costs. The applicant agrees to submit a final report, which will include a narrative, budget and certification by the final report deadline. If this application is approved, I certify that the project will begin promptly, and will be completed as described

Library Name: Gila County Library District

Applicant's Name: Jacque Griffin

Title:

Mailing address of Gila County Library District

1400 East Ash

Globe, AZ 85501-1414

APPLICANT SIGNATURE FOR Gila County Library District

Date

[View Grant Application Report](#)

-IMPORTANT-

This form MUST be postmarked by the due date in order to be eligible for consideration.

Please type or print clearly.

MAIL COMPLETED APPLICATION TO:

Grants Administrator
Library Development Division
1101 West Washington Street
Phoenix, AZ 85007-2935

GladysAnn Wells, Director - Arizona State Library, Archives and Public Records

Date

Regular BOS Meeting

Date: 09/07/2010

Submitted For: Don McDaniel Submitted By: Jacque Griffin, Library District
Jr., County
Manager

Department: County Manager

Presenter's Name: Jacque Griffin

Information

Request/Subject

Adopt Proclamation 10-07, declaring Monday, September 27, 2010 as **Family Day - A Day to Eat Dinner with Your Children**

Background Information

More than a decade of research by The National Center on Addiction and Substance Abuse (CASA) at Columbia University has consistently found that the more often kids eat dinner with their families, the less likely they are to smoke, drink or use drugs.

Evaluation

Created by CASA in 2001, Family Day - A Day to Eat Dinner with Your Children, is a national movement that reminds parents about the importance of parental engagement in their children's lives and encourages parents to have frequent family dinners with their kids as an effective way to prevent their kids from abusing substances. Family Day is celebrated annually on the fourth Monday in September. The 10th Anniversary of Family Day will be Celebrated on September 27, 2010. In 2009, the President, 49 Governors and 1,000 Mayors and County Officials proclaimed and supported Family Day.

CASA at Columbia University has conducted 13 years of research in this area, and have created materials for parents and communities. Upon approval, we will add a web link to CASAFamilyDay.org. As a note of interest, The Empire State Building will be supporting the 10th Anniversary of Family Day by lighting up in red and blue.

Conclusion

By supporting CASA at Columbia University's Family Day- A Day to Eat Dinner with Your Children provides an avenue for Gila County to join with other government agencies, companies and organizations in promoting family time as an effective defense against children abusing substances.

Recommendation

We recommend approval of Proclamation 10-07, proclaiming September 27, 2010 as Family Day- A Day to Eat Dinner with Your Children

Suggested Motion

Information/ Discussion/Action to adopt Proclamation 10-07, a proclamation of the Board of Supervisors of Gila County, Arizona to declare September 27, 2010, as "Family Day-A Day to Eat Dinner with your Children" in Gila County (**Jacque Griffin**)

Attachments

Link: Family Day 2010 Proclamation



PROCLAMATION NO. 10-07

**A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO
DECLARE SEPTEMBER 27, 2010 AS FAMILY DAY- A DAY TO EAT DINNER WITH YOUR
CHILDREN IN GILA COUNTY**

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

WHEREAS, 13 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

WHEREAS, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse; and

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented; and

WHEREAS, parents who are engaged in their children's lives – through such activities as frequent family dinners – are less likely to have children who abuse substances; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America:

NOW THEREFORE, we, the Gila County Board of Supervisors, do hereby proclaim Monday, September 27, 2010 as:

Family Day – A Day to Eat Dinner with Your Childrentm

and urge all citizens to recognize and participate in its observance.

PASSED AND ADOPTED this 7th day of September 2010.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Michael A. Pastor, Chairman

Regular BOS Meeting

Date: 09/07/2010

Submitted By: David Caddell, Health & Community Services Division

Department: Health & Community Services Division

Division: Community Services Department

Presenter's Name:

Information

Request/Subject

Approval of an Intergovernmental Agreement contract # DE111093-001 Between Department of Economic Securities (DES), Rehabilitation Services Administration (RSA) and Gila County Division of Health and Community Services dba Gila Employment and Special Training (GEST)

Background Information

The Intergovernmental Agreement (Contract # DE111093-001) will replace our current contract # E5313521 for the following services: Work Exploration and Supported Education. The term of this agreement shall have an effective date of last signature and shall end on September 30, 2015, unless otherwise agreed upon by both parties in writing. The services are based on an hourly rate (GEST has submitted a proposed hourly rate, see attachment # 2), Gila Employment and Special Training (GEST) is a fee for service provider.

Evaluation

This contract allows the GEST Program to provide Work Exploration and Supported Education services to those clients whose Department of Economic Securities (DES), Rehabilitation Services Administration (RSA) authorization indicated specific need for these services.

Conclusion

This contract allows the GEST Program to continue to provide Work Exploration and Supported Education services to those clients whose DES/RSA authorization indicated specific need for these services after our current contract # E5313521 expires on September 30, 2010.

Recommendation

The GEST Program recommends Board approval and the Chairman's signature on Intergovernmental Agreement # DE111093-001, which will enable GEST to provide these services to Department of Economic Securities (DES), Rehabilitation Services Administration (RSA) clients.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract #DE111093-001) between Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County Division of Health and Community Services dba Gila Employment and Special Training to provide Work Exploration and Supported Education services to Vocational Rehabilitation clients through September 30, 2015, unless otherwise agreed upon by both parties in writing. **(Dave Caddell)**

Attachments

Link: [IGA DE111093-001 Gila](#)

Link: [GEST W9](#)

Link: [IGA Attachment 01](#)

Link: [IGA Attachment 02](#)

Link: [IGA Attachment 04-1](#)

Link: [IGA Attachment 04-2](#)

Link: [E-mail from Vanja Pasalic, M.A.,CRC DES-RSA](#)

Link: [IGA Attachment 03](#)



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County dba Gila Employment and Special Training ("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S § 11-201 and,

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE GILA COUNTY

Procurement Officer Signature

Signature

Elizabeth G. Csaki, CPPB

Printed Name

Michael A. Pastor

Printed Name

Professional Services Unit Manager

Title

Chairman, Gila County Board of Supervisors

Title

Date
DE111093-001

ADES Contract Number:

Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Legal Counsel

Date

Date

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) and Gila County dba Gila Employment and Special Training ("Contractor").
- 2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home, community and at work.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of last signature and shall end on September 30, 2015, unless otherwise agreed upon by both parties in writing.

3.2 PRIOR SERVICE

- 3.2.1 The parties agree that if similar services were provided by the Contractor from October 1, 2010 to the date of last signature, those services will be compensated under this agreement.

3.3 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.4 TERMINATION

- 3.4.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.4.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of telephone number;
 - 2. Change in authorized signatory; and/or
 - 3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

- 5.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 5.2 **"May"** indicates something that is not mandatory but permissible.

- 5.3 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 5.4 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 5.5 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this agreement is to provide Client Access, Education and Information (Career Exploration and Supported Education) services to RSA clients who are individuals with disabilities in Gila County
- 6.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration).

7.0 MANNER OF FINANCING

- 7.1 RSA will use 21.3% State Funds and 78.7% Federal Vocational Rehabilitation Grant Funds to pay for this service in accordance with the Price Sheet (Attachment 02).

8.0 SERVICE DESCRIPTION

- 8.1 The purpose of this service is to provide Client Access, Education and Information services to assist RSA clients, who are individuals with disabilities, in achieving their educational and employment goals that will ultimately lead toward successful employment. See attached Scope of Work.

9.0 RESPONSIBILITIES

- 9.1 The ADES and the Contractor agree as follows:
 - 9.2 The Contractor shall:
 - 9.2.1 Provide Client Access, Education and Information services in accordance with the Scope of Work attached to this agreement.
 - 9.3 The ADES will:
 - 9.3.1 Refer RSA clients to the Contractor.
 - 9.3.2 Pay the Contractor's invoices upon the completion of the service and after all reporting and payment requirements are met.

10.0 REPORTING REQUIREMENTS

- 10.1 The Contractor shall meet all reporting requirements stated in the Scope of Work

11.0 PAYMENT REQUIREMENTS

- 11.1 The Contractor shall meet all payment requirements stated in the Scope of Work

12.0 NOTICES

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
Gila County
ATTN: David Caddell
Gila Employment and Special Training
5515 South Apache Ave. Suite 200
Globe, Arizona 85501

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
AZ Department of Economic Security
ATTN: RSA Contracts Unit
Rehabilitation Services Administration
PO BOX 6123; Site Code 930A
Phoenix, AZ 85005-6123

13.0 DISPOSITION OF PROPERTY

13.1 None.

14.0 OTHER MATTERS

14.1 None.

15.0 APPLICABLE LAW

15.1 In accordance with ARS § 41-2501, et.seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

16.0 ARBITRATION

16.1 In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

17.0 AUDIT

17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.

18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the, contractor

18.1.3 Cancel the Agreement

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY. If

providing direct services to children or vulnerable adults, the following shall apply:

- 20.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 20.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 20.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 20.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 20.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 20.6 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

21.0 CONFLICT OF INTEREST

- 21.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

22.0 DATA SHARING AGREEMENT

- 22.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

23.0 E-VERIFY

- 23.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

24.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 24.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. 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 Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

25.0 FINGERPRINTING

25.1 The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

25.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

25.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

25.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

25.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).

25.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

26.0 INDEMNIFICATION

26.1 Indemnification for Contractor:

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

26.2 Indemnification for Subcontractor

26.2.1 In addition, Gila County dba Gila Employment and Special Training shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily

injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County dba Gila Employment and Special Training's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.**

27.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 **unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- E. **Verification of Coverage:** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.
- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a

Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 20.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 20.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 20.0 above.

28.0 IT 508 COMPLIANCE

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 MONITORING

29.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices

30.0 NON-AVAILABILITY OF FUNDS

30.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

31.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

32.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

32.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

33.0 RIGHT OF OFFSET

33.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

34.0 SCRUTINIZED BUSINESS

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

35.0 SUBCONTRACTS

35.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

36.0 THIRD- PARTY ANTITRUST VIOLATIONS

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

37.0 UNALLOWABLE COSTS

37.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

37.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

38.0 ATTACHMENTS

38.1 The following list of attachments constitutes an integral part of subject agreement:

38.1.1 Scope of Work Client Access, Education and Information (Career Exploration and Supported Education)

38.1.2 Service Implementation Questionnaire (Attachment 01)

38.1.3 Price Sheet (Attachment 02)

- 38.1.4 Request for Search of Central Registry for Background Check (Attachment 03)
- 38.1.5 Facility Location Chart (Attachment 04).

39.0 EXHIBITS

39.1 The following list of exhibits constitutes an integral part of subject agreement:

- 39.1.1 Client Service Plan (Exhibit A)
- 39.1.2 Career Exploration Summary (Exhibit B)
- 39.1.3 Contractor Code of Conduct (Exhibit C)
- 39.1.4 Client Transportation Requirements (Exhibit D)
- 39.1.5 Monthly Progress Report (Exhibit E)
- 39.1.6 Quarterly Report (Exhibit F)
- 39.1.7 Contractor Billing Form (Exhibit G)
- 39.1.8 Data Sharing Agreement (Exhibit J)

State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

- Instructions:** Complete form if
1. You are a U.S. person (including a resident alien);
 2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
 3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

Refer to State of Arizona Substitute W-9 Instructions and IRS W-9 Instructions for details on completing this form.



Social Security Number (SSN) **OR Employer Identification Number (EIN)**

Entity Type Must select one of the following (Coding (X#) is for internal purposes only)

<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C) <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G)	<input type="radio"/> State of Arizona employee (1E) HRIS EIN <input type="text"/> <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation providing health care, medical or legal services (5M) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) <input checked="" type="radio"/> Other: Tax Reportable Entity (5P) Description <input type="text" value="County Government"/> <input type="radio"/> Other: Tax Exempt Entity (5H)
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Name (First, Middle, Last)

Business Name

Main Address Where tax information and general correspondence is to be mailed

Address

City State Zip code

Remittance Address Where payment is to be mailed Same as Main

DBA/Branch/Location

Address

City State Zip code

Vendor Contact Information

Name

Title Phone # Ext.

Email Fax

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- Small Business (01)
- Small Business- African American (23)
- Small Business- Asian (24)
- Small Business - Hispanic (25)
- Small Business- Native American (27)
- Small Business- Other Minority (05)
- Small, Woman Owned Business (06)
- Small, Woman Owned Business- African American (29)
- Small, Woman Owned Business- Asian (30)
- Small, Woman Owned Business- Hispanic (31)
- Small, Woman Owned Business- Native American (33)
- Small, Woman Owned Business- Other Minority (11)
- Woman Owned Business (03)
- Woman Owned Business- African American (17)
- Woman Owned Business- Asian (18)
- Woman Owned Business- Hispanic (19)
- Woman Owned Business- Native American (21)
- Woman Owned Business- Other Minority (08)
- Minority Owned Business- African American (04)
- Minority Owned Business- Asian (32)
- Minority Owned Business- Hispanic (74)
- Minority Owned Business- Native American (15)
- Minority Owned Business- Other Minority (02)
- Non-Profit, IRC §501(c) (88)
- Non-Small, Non-Minority or Non-Woman Owned Business (00)
- Individual, Non-Business (00)

Certification Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature Title Date

STATE OF ARIZONA AGENCY USE ONLY VENDOR: DO NOT WRITE BELOW THIS LINE

Agency Authorization: Print Name Signature Title

AGY Phone # Email Date

STATE OF ARIZONA GAO USE ONLY VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

IRS TIN Matching Corporation Commission HRIS Vendor Number Processed by Date Processed

GAO-03 Other

**Client Access, Education and Information
(Career Exploration and Supported Education) Gila County
Intergovernmental Agency Agreement # DE111093-001**

**APPLICANT:
GILA COUNTY
dba, GILA EMPLOYMENT AND & TRAINING PROGRAM
5515 South Apache Ave. Suite 200
GLOBE, AZ 85501
(928) 425-7631**

**CONTACT: DAVID B. CADDELL,
G.E.S.T PROGRAM MANAGER EXT. 8664
E-MAIL dcaddell@co.gila.az.us
FAX: (928) 425-9468**

The GEST Program Mission Statement:

“To provide employment services along with daily living skills to disabled clients in a manner which supports and enhances self sufficiency, self esteem mutual respect, value and dignity.”

GEST PROGRAM COMMITMENT:

The GEST Program is committed to provide the very best services to the disabled population, and to continue to improve and enhance the services that we provide. The GEST staff continually participates in further education classes in the effort to be and stay current in any changes regarding service delivery. It is our goal to continue to gain further knowledge and skills to enable us to provide exemplary services to our clients.

By applying for and obtaining an “Enhancement Grant” through RSA the GEST Program has been able to place on staff a Disability Specialist” who provides “one-on-one” services to our clients and who assists clients navigate the One Stop Resource Room to make it a viable resource to persons with disabilities. The Disability Specialist provides a variety of extensive one-on-one and group services to our clients. GEST staff is certified in all required trainings, have class a State of Arizona Department of Public Safety fingerprint clearance and the Disability Specialist has completed two ASL classes at our local Community College, and an ADA online course.

Responses to Service Implementation Questionnaire:

- 1. Describe how linguistically and culturally appropriate services and materials will be provided to meet the needs of persons with disabilities. The response should include how staff will accommodate the clients and assure that they will have ready access to services.**

Gila County Division of Health and Community Services, GEST Program provides services to a vast culturally diverse population with equally diverse disabilities. All individuals have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides “family focused” service with consideration to cultural diversity and beliefs. GEST has two wheelchair Maxivans available to assist with transportation while providing services to those that require that accommodation. Both GEST Program locations are ADA compliant for accessibility.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual’s needs and level of service(s) based on cultural diversity and their

disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are comprised of clients who are referred by “client choice”, through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

GEST offices are located in Globe and Payson to provide services to all individuals with disabilities, throughout Gila County including the San Carlos Indian Reservation. GEST staff is fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff is certified in CPR, First Aid, and Crisis Intervention, and they all posses Fingerprint Clearance as required. GEST staff: GEST Program Manager, one Job Coach, a Mobile Crew Coordinator, a One Stop Center Disability Specialist in the Globe area, and one Job Coach in the Payson area. GEST has on staff a Disability Specialist who is bilingual who has completed two courses in American Sign Language, a Psychology course and an Americans with Disabilities Act online course.

Divisional staff is available if the need is evident to provide translation in Spanish, Apache, Navajo and sign language. If a client referral indicates a need for this type of accommodation, GEST will make those arrangements at no cost to the consumer.

2. Describe how Career Exploration and/or Supported Education outcomes will be achieved.

Career Exploration:

When GEST receives a referral for services along with relevant client data and valid authorization for the service provision, a meeting will be scheduled with the VRC, and the client within ten business days. GEST will review all pertinent data that has been provided specific to the clients’ needs and goals to prepare for the scheduled pre-consultation meeting.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client’s immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days after a official authorization has been received.

GEST staff will schedule and provide the services in accordance with the clients’ availability and the programs hours of operation. GEST will schedule and conduct an introduction and orientation to the World of Work, which will cover the meaning, value, and demands of work, provide information on the effect stress has on the general good

health utilizing information and guest speakers from the Gila County Health Department and other available resources. Staff will provide instruction on the effective methods of dealing with stress and the appropriate manner to deal with conflict by using a various materials. Utilizing self-assessments and various skills assessments will assist in gaining an increased awareness and understanding of the client's abilities, interests, values, and needs.

GEST staff will assist the client in navigating the available employment networks, and One Stop Center, and in utilizing the One Stop resources and/or other community resources that are available.

Staff will assist the client in obtaining information regarding various industries, and occupations and in understanding the difference between occupations, industries, and work options. Utilizing all the above mentioned information, staff will assist the client in deciding three (3) possible career options to research that are specific to the client's personal factors.

GEST staff will assist in exploring the three career options chosen by the client and will assist in locating, for review and discussion, the occupational trends, wages, job responsibilities, education and training requirements, job outlook, and all other relevant information. By utilizing specific goal oriented instructional videos and arranging for the client to visit businesses where they could observe employees who are engaged in job duties in the client's field of interest and by having the client participate in informal interviews and discussion with employers and employees the job coach can assist the client in making an informed decision for a vocational career goal.

Supported Education:

Prior to the pre-consultation meeting/service planning meeting, GEST staff will obtain and review all data pertaining to the client's medical and psychological status and the information contained in assessments/reports that have been completed.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days of receipt of an official authorization.

GEST staff will provide assistance in locating appropriate educational and/or training programs and assistance to the client in selecting the program most suitable for the client to meet their vocational goal. GEST staff will assist the client in identifying the educational cost and exploring financial aid resources and options to pay for the selected educational/training program the client has chosen, (e.g., Pell Grant, private grants, etc.).

Once the client has selected an educational or vocational program, GEST will assist the client in registering for the program, orientation to the school campus and school services. GEST staff will introduce the client to the Disability Services Resource center on the campus and assist in coordinating the disability related accommodation services and any needed special services, if applicable.

In order to monitor and evaluate the program performance a customer satisfaction survey will be completed monthly by each client evaluating the services they received to ensure that the service goals are being met.

3. Describe how Performance Standard #1, Acceptance Rate, will be met during the contract term.

The GEST program accepts all referrals for service from Vocational Rehabilitation; regardless of the disability and will continue to meet the requirements in Section 7.2.1 of the Scope of Work. All service provision will commence within (10) business days of the receipt of authorization from VR.

When the GEST Program Manager receives a referral for services from a VR Counselor, all reports/data relevant for successful service provision will be reviewed prior to the service planning meeting. During the service planning meeting GEST staff will participate in discussion regarding the client's needs and determine appropriate services to be provided that will lead towards achievement of a successful outcome.

4. Describe how Performance Standard #2, Successful Completion Rate, will be met during the contract term.

The GEST program is well recognized and respected in Gila County as the premier service provider, which opens many doors in our community. The program has also enjoyed a high success rate in providing services which assist our clients in achieving their individual employment and educational goals.

Overall program performance and the successful completion rate will be met by a regular monitoring and review of the clients' participation and consistent completion of Individual Instruction Plan objectives. An evaluation of the client's progress and service provided will ensure that the completion rate will be met, and through the review of monthly progress reports completed by GEST staff and monthly meetings with the VRC, the GEST Program Manager will be able to determine the level of achievement attained by the client and the overall success of services provided. Utilizing pre and post assessment of the client's progress will assist in monitoring and determining client and program success.

Through the above mentioned process, the Program Manager will also be able to measure the level of rehabilitation of the client to ensure that 80% achievement is obtained. It is not anticipated that the GEST Program will not achieve the performance standard

mentioned above however, *if GEST falls below the required percentage, GEST will work closely with the local Vocational Rehabilitation Counselors by regular communication and collaboration until the percentage of acceptance is in compliance with Section 7.2.2 of the Scope of Work.*

Attachment 02

Client Access, Education and Information (Career Exploration and Supported Education)
Price Sheet

Item # 1:	CAREER EXPLORATION: One Individual Hour, sixty (60) minutes, of actual time spent providing services to one RSA client.
------------------	---

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

Item # 2:	CAREER EXPLORATION One Group Hour, sixty (60) minutes, of actual time spent with a client who is in attendance in a group of two (2) to six (6) clients receiving direct services.
------------------	--

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

Item # 3:	SUPPORTED EDUCATION One Individual Hour means sixty (60) minutes of actual time spent providing services to one RSA client.
------------------	---

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	50	HR - Hour				

Attachment 6

Arizona Department of Economic Security
 Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY

Legal Business Name Gila County
Doing Business As Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Patricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|---|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

Attachment 6

Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY

Legal Business Name Gila County
Doing Business As Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 107 West Frontier Street Suite C, Arizona 85541 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|---|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

Attachment 15

REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK

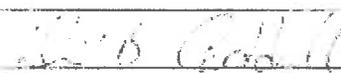
This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information.

The information contained in the Central Registry for Background Check and any attached files shall be used as one factor to determine qualifications for persons applying for contracts with this state, including employees of the potential contractor, for positions that provide direct service to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

- Page 1 shall be completed with Offeror or Contractor information,
- pages 2 through 4 shall be completed with Employee Information for whom Central Registry checks will be completed, and
- Page 5 is a List of Disqualification Acts

Prior to the due date and time of proposal submittal the Request for Search of Central Registry for Background Check form shall be submitted to:

Arizona Department of Economic Security
Division of Children Youth and Families – Contracts Unit
Attn: CPS Background Check
1789 West Jefferson, Site Code 940A
Phoenix, Arizona 85007

Offeror or Contractor Name (Print): Gila County, Division of Health and Community Services, dba: Gila Employments and Special Training
Solicitation Proposal Number or Contract Number: ADES10-00000063
Phone Number: (928) 402-8664
Mailing Address: 5515 South Apache Ave Suite 200 Globe, AZ 85501
Email Address: dcaddell@co.gila.az.us
Name of Person Authorized to Submit Request (Print): David B. Caddell
Signature of Requester: 
Date of Request: March 30, 2010

**REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK**

Employee Information (Print)	Employee Information (Print)
Name David B. Caddell	Name Catherine Levario
Alias (previously used names) None	Alias (previously used names) None
Date of Birth _____	Date of Birth _____
Social Security Number _____	Social Security Number _____
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No
Date of Search _____	Date of Search _____
Name of Person Completing Search (Print) _____	Name of Person Completing Search (Print) _____
Signature _____	Signature _____
Employee Information (Print)	Employee Information (Print)
Name Leona Bowman	Name Patricia Rocha
Alias (previously used names) Leona Hoffman	Alias (previously used names) None
Date of Birth _____	Date of Birth _____
Social Security Number _____	Social Security Number _____
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No
Date of Search: _____	Date of Search: _____
Name of Person Completing Search (Print): _____	Name of Person Completing Search (Print): _____
Signature: _____	Signature: _____

**REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK**

Employee Information (Print)	Employee Information (Print)
Name Phillis Weaver	Name
Alias (previously used names) Phillis Jaramillo	Alias (previously used names)
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No
Date of Search: _____	Date of Search: _____
Name of Person Completing Search (Print): _____	Name of Person Completing Search (Print): _____
Signature: _____	Signature: _____
Employee Information (Print)	Employee Information (Print)
Name	Name
Alias (previously used names)	Alias (previously used names)
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No
Date of Search: _____	Date of Search: _____
Name of Person Completing Search (Print): _____	Name of Person Completing Search (Print): _____
Signature: _____	Signature: _____

Attachment 15

REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK

RECEIVED
APR 12 2010
BY: _____

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information.

The information contained in the Central Registry for Background Check and any attached files shall be used as one factor to determine qualifications for persons applying for contracts with this state, including employees of the potential contractor, for positions that provide direct service to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

- Page 1 shall be completed with Offeror or Contractor information,
- pages 2 through 4 shall be completed with Employee Information for whom Central Registry checks will be completed, and
- Page 5 is a List of Disqualification Acts.

Prior to the due date and time of proposal submittal the Request for Search of Central Registry for Background Check form shall be submitted to:

Arizona Department of Economic Security
Division of Children Youth and Families – Contracts Unit
Attn: CPS Background Check
1789 West Jefferson, Site Code 940A
Phoenix, Arizona 85007

Offeror or Contractor Name (Print): Gila County, Division of Health and Community Services, dba Gila Employments and Special Training
Solicitation Proposal Number or Contract Number: ADES10-00000063
Phone Number: (928) 402-8664
Mailing Address: 5515 South Apache Ave. Suite 200 Globe, AZ 85501
Email Address: dcaddell@co.gila.az.us
Name of Person Authorized to Submit Request (Print): David B. Caddell
Signature of Requester: <i>David B. Caddell</i>
Date of Request: March 30, 2010

No Reports
Donna Verdugo

**REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK**

Employee Information (Print)	Employee Information (Print)
Name David B. Caddell	Name Catherine Levario
Alias (previously used names) None	Alias (previously used names) None
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input checked="" type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input checked="" type="checkbox"/> No
Date of Search <u>4-5-10</u>	Date of Search <u>4-5-10</u>
Name of Person Completing Search (Print)	Name of Person Completing Search (Print)
Signature	Signature
Employee Information (Print)	Employee Information (Print)
Name Leona Bowman	Name Patricia Rocha
Alias (previously used names) Leona Huffman	Alias (previously used names) None
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input checked="" type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input checked="" type="checkbox"/> No
Date of Search: <u>4-5-10</u>	Date of Search: <u>4-5-10</u>
Name of Person Completing Search (Print):	Name of Person Completing Search (Print):
Signature:	Signature:

**REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK**

Employee Information (Print)	Employee Information (Print)
Name Phillis Weaver	Name
Alias (previously used names) Phillis Jaramillo	Alias (previously used names)
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input checked="" type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No
Date of Search: <u>4-5-10</u>	Date of Search: _____
Name of Person Completing Search (Print): _____	Name of Person Completing Search (Print): _____
Signature: _____	Signature: _____
Employee Information (Print)	Employee Information (Print)
Name	Name
Alias (previously used names)	Alias (previously used names)
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Search Results	Search Results
Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No	Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No
Date of Search: _____	Date of Search: _____
Name of Person Completing Search (Print): _____	Name of Person Completing Search (Print): _____
Signature: _____	Signature: _____

The current budget for RTC was based upon 895 days of RTC services @ ASH's rate of \$671/day, or a total of \$600,000. If the County changes providers from ASH to Yavapai County, there could be a savings of \$331,000 in the current fiscal year.

Recommendation

It is recommended that Gila County contract with Yavapai County for RTC services. In the event that bed space is not available at the time services are needed, Gila County can utilize the services of ASH as in the past.

Suggested Motion

Information/Discussion/Action to adopt Resolution 10-09-02 to designate Yavapai County Restoration to Competency as Gila County's primary competency restoration program and authorize the Chairman to sign the Intergovernmental Agreement between Yavapai County and Gila County for restoration to competency services at a cost of \$350/day per client for the first day and \$250/day for each subsequent client day; the term of the IGA is for the period July 1, 2010, to June 30, 2011, renewable annually for up to three one-year terms by mutual agreement of the parties. **(Don McDaniel)**

Attachments

Link: [Wesford FAO](#)

Link: [Sample RTC Order](#)

Link: [ASH bill-July 2010](#)

Link: [Res 10-09-02-RTC](#)

Link: [IGA-RTC](#)



**YAVAPAI COUNTY DETENTION CENTER
RESTORATION TO COMPETENCY ("RTC") PROGRAM**

Frequently Asked Questions:

1. How/where are the RTC defendants housed while in the Yavapai County RTC program?

All RTC defendants are housed according to their detention classification per Yavapai County Detention Bureau Policy and Procedure.

2. What does the program cost?

\$350 for day one (to cover initial intake, administrative and assessment time). \$250 for every day thereafter.

3. What does the program fee cover?

Detention housing, security, meals, formulary medications, routine and emergency on-site medical, mental health and dental care including labs and diagnostics.

4. Are there any other costs associated with the program?

Yes. Non-formulary medications, court testimony time, travel associated with court testimony, off-site medical costs, and security costs for longer than one shift for off-site medical all will be billed to the adjudicating county in addition to the contracted program cost. Consult the draft IGA for specific pricing.

5. Who is responsible for transportation of defendants to and from the Program site?

The adjudicating county is responsible for delivering the defendant to the Yavapai County Detention Facility in Camp Verde, AZ and the return to the home county. In an effort to assist counties with extended time and distance transports, the Yavapai County Sheriff's Office will offer assistance such as "mid-way transfers" or "relays" on a case by case basis and will be coordinated through the Detention Division Shuttle Services at 928-554-8663. Counties in Southern Arizona will receive priority assistance.

6. Under what circumstances would you NOT accept someone into your program?

Someone on dialysis or other scheduled off-site medical care. Acceptance will be made on a case-by-case basis. Misdemeanors and Felony charges are acceptable. Violent history does not necessarily preclude acceptance into this program.

7. What information do you need to accept/decline a defendant into your program?

The draft IGA outlines the process by which counties will make the RTC team aware you have a defendant court-ordered to a restoration program. The information that will be requested consists of:

- Rule 11 Evaluations
- Court Order to RTC
- Current Criminal Charges, Security Classification and Security Contact Information
- History of Assaultive Behaviors pre or post Incarceration
- Medical Continuity of Care to Include:
 1. Primary Language
 2. Past Medical History
 3. Current medications with dosages and D/C date
 4. Allergies
 5. Current Medical Conditions
 6. Most Recent Labs / X-rays
 7. Any Future Scheduled Diagnostics Due
 8. Jail Medical Unit Contact Information

You will be advised within 3 business days if your defendant is accepted into the program, and the estimated date of bed availability.

8. Who can I contact if I need more information?

Becky Payne, Health Services Administrator, 928-554-8674 or becky.payne@co.yavapai.az.us.

Restoration to Competency [RTC] Executive Summary of Program

Restoration of competence to stand trial involves two simultaneous processes. First, clinicians must address treatable underlying mental disorder(s). That involves accurate assessment, appropriate medication when indicated, and psychosocial rehabilitation.

Second, incompetent defendants may need instruction in the legal concepts and details of the trial process. Often, defendants' cognitive problems limit their capacities to benefit from instruction. For example, many mentally deficient or developmentally delayed defendants have difficulty learning and retaining new information. Persons with schizophrenia may have cognitive impairments along with their psychotic symptoms that interfere with their ability to understand the legal proceedings in which they are involved.

A.R.S. §13-4512(A) allows County Board of Supervisors to designate a competency restoration program for their county. A.R.S. §13-4512(C) allows County Board of Supervisors to enter into contracts with in-custody competency restoration programs.

Yavapai County has been contracted with Wexford Health Sources since July 1, 2003 for the provision of a comprehensive detention medical program. Yavapai County asked Wexford to develop a jail-based restoration to competency program when the State of Arizona began requiring the adjudicating counties to pay for restoration to competency program costs. Wexford has done the research and development of this program and implements these services in concert with existing healthcare professionals on site.

Dr. Joseph Stewart, Licensed Psychologist, has thirty years experience in forensic psychology and is the Program Director for the RTC at the Yavapai County Jail.

Dr. Mark Collins, Board Certified Adult Psychiatrist, has been the Psychiatrist for Wexford at the Yavapai County Detention Facility in Camp Verde since 2005 and is the Medical Director of Seven Hills Behavioral Institute in Las Vegas, NV. Dr. Collins has over two decades of clinical psychiatry experience.

In addition, master's level social workers and licensed professional counselors work with each defendant as an integral part of the RTC team.

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GRAHAM**

DIVISION

HON.

By: Diane, Judicial Assistant

CASE NUMBER:

Date: July 27, 2010

COUNSEL:

STATE OF ARIZONA

Deputy Graham County Attorney

(Plaintiff)

(For Plaintiff)

vs.

(Defendant)

(For Defendant)

**ORDER FOR COMMITMENT TO YAVAPAI COUNTY
RESTORATION TO COMPETENCY PROGRAM**

The parties have stipulated the issue of Defendant's competency may be determined based upon the Courts review of the reports of the mental health experts who have examined the defendant. Based upon a review of the experts' reports:

THE COURT FINDS the Defendant is presently incompetent to participate in further proceedings in these cases;

THE COURT FURTHER FINDS that it is likely the Defendant can be restored to competency within 15 months pursuant to A.R.S. §13-4510(C);

THE COURT FURTHER FINDS pursuant to ARS §13-4511 and 13-4512, the Defendant is incompetent to accept treatment and to refuse treatment, including medication, and should be subject to involuntary treatment pursuant to A.R.S. §§13-4511 and 13-4512(E) and is not competent to understand or waive confidentiality;

THE COURT FURTHER FINDS that the Graham County Board of Supervisors has designated the Yavapai County Restoration to Competency Program as the Graham County competency restoration program pursuant to A.R.S. §13-4512(A);

NOW, THEREFORE, IT IS ORDERED that the Defendant is hereby committed to the Yavapai County Restoration to Competency Program to receive services necessary (as defined by the "Individualized Restoration Plan") to restore the defendant's competency.

IT IS FURTHER ORDERED that the medical staff of the facility in which the defendant is being restored or otherwise housed shall administer prescribed medication as necessary pursuant to A.R.S. §§13-4511 and 13-4514(D) during the pendency of this action.

IT IS FURTHER ORDERED that upon notification of approval for admission of the Defendant by the Yavapai County Restoration to Competency Program, the Graham County Sheriff shall transport the Defendant to the Yavapai County Restoration to Competency Program c/o Yavapai County Adult Detention Center, Camp Verde Arizona. The Clerk of the Court shall deliver copies of the evaluation reports to the Yavapai County Restoration to Competency Program.

IT IS FURTHER ORDERED The Yavapai County Restoration to Competency Program shall submit a written report to the Court 30 days from the date of admission, and every 60 days thereafter, stating the defendant's progress and prognosis, unless prior to that date it is concluded that competency has been restored or that there is no substantial probability that the defendant will be restored to competency within 15 months, in which case the Yavapai County Restoration to Competency Program shall immediately report to this Court in writing their conclusion.

DATED this ____ day of April, 2010.

Superior Court Judge

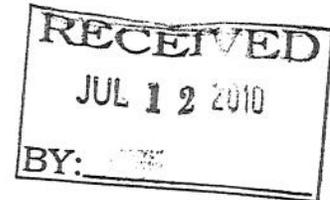
cc: Graham County Sheriff/Jail – Transport (Fax # _____)
Yavapai County Restoration to Competency Program (Fax # 928-567-7744)



Arizona State Hospital

2500 East Van Buren Street
Phoenix, Arizona 85008
PH: (602) 220-6000
FAX: (602) 220-6234

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR



July 8, 2010

Mr. Steve Besich, Manager
Gila County
1400 East Ash Street
Globe, Arizona 85501

Dear Mr. Besich:

Please find the June 2010 billing statements for Gila County's Restoration to Competency clients enclosed. These billing statements were generated due to House Bill 2013 now in effect stating that the cities and counties will reimburse 100% of the costs for the Restoration to Competency clients. Any unpaid portion of this will be reported to the Treasurer's Office on August 9th to be withheld from Gila's transaction privilege tax. Any payments received after this date will be returned as the monies will have been pulled from your county's transaction privilege tax allotment.

Please contact myself at 602-220-6393 if you have any questions regarding this billing statement.

Sincerely,

A handwritten signature in cursive script that reads "Amy Reinking Herchet".

Amy Reinking Herchet, CPA
Division Finance Officer

c: John C. Cooper, M.A., H.S.A., CEO
Donna Noriega, COO

Enclosures

NW # 2011-00000209

RTC PATIENTS - 6/01/2010 THROUGH 6/30/2010											
ID	Episode	NAME	Admit Date	Disc Date	Days	Full Rate Days After Report	TTL days	Less Days Previously Billed	Total Days to Bill	Charges	County
6153	1	Garza, David	04/20/10		71		71	41	30	20,130.00	Gila
6153	1	Turner, Brandon	04/27/10	06/23/10	57		57	35	22	14,762.00	Gila
6153	1	Ransom, Ryan	05/04/10		58		58	28	30	20,130.00	Gila
										55,022.00	Gila Total

FOR: *John Nelson*
 Approved: *John Nelson*
 John Nelson, Deputy County Manager
 1005-210-142.4210.51; NW #2011-00000209
 Date: 7/15/10
 Invoice No. 172344/172345/172346
 Invoice Date: 7/12/10



RESOLUTION NO. 10-09-02

RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO DESIGNATE A COMPETENCY RESTORATION PROGRAM PURSUANT TO A.R.S. §13-4512(A).

WHEREAS, Gila County is fiscally responsible for in-custody services to restore criminal defendants to competency to stand trial; and,

WHEREAS, pursuant to A.R.S. §13-4512(A) the Gila County Board of Supervisors is authorized to designate a competency restoration treatment program for Gila County criminal defendants in need of restoration treatment; and,

WHEREAS, pursuant to A.R.S. §13-4512(C) the Gila County Board of Supervisors may enter into contracts with in-custody competency restoration treatment providers; and,

WHEREAS, Yavapai County, Arizona, has developed a competency restoration program ("Yavapai County RTC") that has been designated by the Yavapai County Board of Supervisors as the Yavapai County competency restoration program pursuant to A.R.S. §13-4512(A); and,

WHEREAS, the Gila County Board of Supervisors has, pursuant to A.R.S. §13-4512(C), considered and approved an inter-governmental agreement with Yavapai County, Arizona, wherein Yavapai County RTC will provide competency restoration treatment for Gila County criminal defendants.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby designates Yavapai County RTC as Gila County's primary competency restoration program, effective _____, 2010.

PASSED AND ADOPTED this ____ day of _____, 2010, at Globe, Gila County, Arizona.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers, Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY AND GILA COUNTY
FOR
RESTORATION TO COMPETENCY SERVICES**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

RECITALS:

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT:

- A. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF) .
- B. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will

be given an estimated date of bed space availability. The information requested will constitute the “Request Package.”

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept a Client’s inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider’s AJF Facility at a time specified by Provider. Provider will house the Client’s inmate based upon classification criteria established by the Provider’s AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client’s inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider’s RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider’s RTC program must include authorization to administer medications involuntarily. The Provider’s RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider’s RTC staff shall provide Client’s Court with status reports on the inmate’s progress every sixty (60) days from date the inmate was admitted into the Provider’s RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider’s RTC program, receipt by the Provider’s RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider’s AJF.

It is the intention of the Parties that the inmate will remain at the Provider’s AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider’s RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client’s county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client’s inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider’s AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment

proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

- C. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2011, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

[Yavapai/Gila – RTC]

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight, Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the

following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

- D. **Term.** The initial term of this IGA shall be effective as of June 1, 2010 and shall continue in effect until June 30 2011. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
- E. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- F. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
- G. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
3. Professional liability insurance in the amount of \$1,000,000.00 if this Contract involves Professional services
4. If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

- H. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
- I. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- J. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- K. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

- L. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- M. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
- N. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- O. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- P. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- Q. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- R. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

Client:

Gila County
1400 E. Ash Street
Globe, AZ 85501

With copies to:

County Administrator/
Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

County Administrator/
Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

[Yavapai/Gila – RTC]

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

APPROVALS:

YAVAPAI COUNTY

GILA COUNTY

Chairman, Board of Supervisors Date

Chairman, Board of Supervisors Date

ATTEST:

ATTEST:

Clerk of the Board of Supervisors Date

Clerk of the Board of Supervisors Date

DETERMINATIONS OF COUNSEL:

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

YAVAPAI COUNTY

GILA COUNTY

Yavapai County Attorney Date

Gila County Attorney Date

Regular BOS Meeting

Date: 09/07/2010

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Valrie Bejarano, Public Works Division
Department: Public Works Division Division: Engineering
Fiscal Year: FY 2010-2011 Budgeted?: Yes
Contract Dates - Begin & End: Project Completion
Grant?: No
Matching Requirement?: No Fund?: New
Presenter's Name: Steve Stratton

Information

Request/Subject

To enter into Intergovernmental Agreement (IGA)/JPA 10-1611 between the State of Arizona Department of Transportation and Gila County for the Roadway Reconstruction Project for Young Road, FS 512 whereby the State will reimburse the County up to a maximum of \$674,080.00 in federal Public Lands Highway Discretionary funds (PLHD) and to adopt Resolution.

Background Information

To obligate and use PLHD funds received in FY 2008 for paving a portion of FS 512 (Young Road). The goal of this project is to pave FS 512 from the intersection of State Route 260 to the intersection of FDR 33 providing an all weather surface, increasing the level of safety and the road "rideability".

Evaluation

n/a

Conclusion

This will result in a 3.2 mile paved surface of the Young Road FS 512 from SR 260 to FS 291 and reduce maintenance costs. Will increase safety of this vital road for the residents of Gila County and the public.

Recommendation

The Public Works Division recommends the Board approve the Intergovernmental Agreement between Gila County and the State of Arizona Department of Transportation.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 10-09-03 authorizing the Board of Supervisors to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Arizona Department of Transportation File No. IGA/JPA 10-1611 for the paving of a portion of Forest Road 512 (Young Road) from SR 260 to Forest Road 291.

(Steve Stratton)

Attachments

Link: [FS 512 IGA](#)

Link: [Resolution 10-09-03](#)

ADOT File No.: IGA/JPA 10-161I
AG Contract No.: Pxxxxxxxxxxxxxx
COG/MPO TIP No.: CAAG PLAD
Project No.: PLH-GGI-0(206) A
Project: Roadway Re-construction
Section: Young Road, Forest Road 512
TRACS No.: SS 89501C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE GILA COUNTY

THIS AGREEMENT is entered into this date _____, 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Congress has authorized Public Lands Highway Discretionary (PLHD) funds for transportation projects within adjacent to or providing access to Federal lands or facilities.

4. Such project lies within the boundary of the County and was specifically designated by Congress in the joint explanatory statement accompanying the FY2008 Consolidated Appropriations Act (Public Law 110-161) to receive a maximum of \$674,080.00 in federal PLHD funding (after rescission, takedowns, and application of obligation limitation) and to be administered by the State. See Appendix A. The Project consists of the paving of FS 512 (Young Road) from SR 260 to Forest Road 291.

5. The survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

6. The total amount currently estimated for the Project is \$1,450,000.00. As of the date of the Agreement, the PLHD funds for the Project had yet to be allocated to the State by the federal government. See Appendix A. The County, in order to expedite the project in advance of receipt of the PLHD funding is willing to provide County funds for the entire cost of the Project in an amount required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration and indirect costs (CE).

7. This is a reimbursement Agreement. Upon receipt of the total amount of PLHD funds from the federal government, the State will reimburse the county up to a maximum of \$674,080.00 as eligible costs of the Project are incurred and paid by the State.

8. The State shall have no financial participation or obligation for the Project. The County assumes full and complete responsibility for the Project regardless of the timing of the receipt of the PLHD funding by the State, the amount ultimately provided by the Federal government, or any subsequent changes to the allocation made by Congress, FHWA or other cognizant entity through legislation, regulation rule making, or other action.

9. The State will designate the Project as "Advance Construction" (AC), consistent with the provision set forth in Section 115 of Title 23, U.S.C. This funding technique will allow the County to pay for the entire project in advance of the receipt of the federal PLHD funding, but be eligible for reimbursement of up to the amount of PLHD funding, designated by Congress for eligible costs with FHWA approval. No additional reimbursement will be provided.

10. The interest of the State for this project is the acquisition of Federal funds for the use and benefit of the County and to authorize such Federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County. .

11. The State shall advertise, bid and award the Project. The estimated construction costs are as follows:

TRACS No. SS 89501C

Description	Estimated Cost
Estimated Construction Cost	\$1,255,411.00
Construction Administration	\$ 125,541.00
Post Design Services	\$ 6,277.00
Contingency	\$ 62,771.00
Total Construction Cost	\$1,450,000.00
County Funds at 100%	\$1,450,000.00
Maximum amount to be reimbursed with PLHD funds	\$ 674,080.00

The Parties acknowledge that the eventual actual cost may exceed the estimate, and in such case, the County is responsible for any and all costs exceeding the estimate. Actual costs may be less than the estimate and not needed for the Project, and any excess funding will be refunded to the County after the final Project voucher is approved by FHWA.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved as an AC Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans.

b. Upon approval by FHWA, and with the aid and consent of the County and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the County, for whom the award is made and enter into a contract(s) with a firm(s) for the construction of the project.

c. Enter into a Project Agreement with FHWA on behalf of the County covering the work encompassed in said construction contract and will request the maximum Federal Funds available,

including construction engineering and administration costs. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage, and for any and all costs not eligible for federal funding.

d. Upon execution of this Agreement, invoice the County for the County's estimated share of the Project, currently estimated at **\$1,450,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

e. Upon receipt of the total amount of PLHD funds from the federal government, the State will reimburse the County up to a maximum of \$674,080.00 as eligible costs of the Project are incurred and paid by the State.

f. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County.

b. Upon execution and prior to advertising, deposit funds with the State in an amount equal to **\$1,450,000.00**.

c. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not. Such costs shall be paid by the County within thirty (30) days of receipt of invoice from the State.

d. Provide for cost and, as an annual item in the County's budget, proper maintenance of the Project including all of the Project components.

e. Enter into an agreement with the Design Consultant which states that the Design Consultant shall provide services as required and requested throughout the Construction Phase of the Project.

f. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

g. Upon completion of the Project, agree to accept and assume full responsibility of said Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof

shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend, and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Gila County
Attn: Steve Sanders
1400 East Ash Street
Globe, Arizona 85501
(928) 402-8530
(928) 425-8104 Fax

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

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A.

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

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

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

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

STATE OF ARIZONA
Department of Transportation

By _____
MICHAEL A. PASTOR, Chairman
Board of Supervisors

By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
JOHN F. NELSON, Clerk
Board of Supervisors

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2010.

Brian Chambers, Chief Deputy Gila County Attorney



RESOLUTION NO. 10-09-03

A RESOLUTION AUTHORIZING THE GILA COUNTY BOARD OF SUPERVISORS TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ARIZONA DEPARTMENT OF TRANSPORTATION FILE NO. IGA/JPA 10-1611 FOR THE PAVING OF A PORTION OF FOREST ROAD 512 (YOUNG ROAD) FROM SR 260 TO FOREST ROAD 291

WHEREAS, the parties have entered into the above described Intergovernmental Agreement; and,

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that we, the Gila County Board of Supervisors, authorize Michael A. Pastor, Chairman, to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. IGA/JPA 10-1611 for paving a portion of Forest Road 512 (Young Road) from SR 260 to Forest Road 291 and authorizes him to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 7th day of September 2010.

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman

Attest:

Approved as to form:

Marian Sheppard
Chief Deputy Clerk of the Board

Bryan Chambers
Chief Deputy County Attorney

Regular BOS Meeting

Date: 09/07/2010

Submitted For: John Armer, Sheriff Submitted By: Claudia DalMolin, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: 2010 Budgeted?: Yes

Contract Dates - Begin & End: September 7, 2010

Grant?: Yes

Matching Requirement?: No Fund?: New

Presenter's Name:

Information

Request/Subject

Request approval for Contract No. 051910 VHF Repeater System Implementation. Arizona Department of Homeland Security

Background Information

On June 16, 2010, the Board of Supervisors authorized the advertisement of Request for Qualifications No. 051910 to provide for VHF Repeater System implementation on Aztec Peak for the Gila County Sheriff's Office as part of a Homeland Security Grant. This system will provide for public safety communications in the eastern portion of Gila County that is currently insufficiently covered.

Evaluation

The Selection Committee met and considered all submissions to the bid, which was based on each company's qualifications to complete the work. Recommendations were made that Canyon State Wireless be awarded the contract.

Conclusion

The Gila County Sheriff's Office needs to award this contract so that the VHF Repeater System can be implemented on Aztec Peak.

Recommendation

The Gila County Sheriff's Office recommends approval of Contract No. 051910 VHF REPEATER SYSTEM IMPLEMENTATION in the amount of \$49,826.81.

Suggested Motion

Information/Discussion/Action to award Contract No. 051910 VHF Repeater System Implementation to Canyon State Wireless, Inc. in the amount of \$49,826.81 to provide for VHF Repeater System implementation at Aztec Peak for the Gila County Sheriff's Office. **(Adam Shepherd)**

Attachments

Link: [VFH Repeater System Implementation](#)

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joe Heatherly, Finance Director
Phone (928) 425-3231 Ext. 3743

GILA COUNTY

FAX (928) 425-0319
TTY: 7-1-1

www.gilacountyaz.gov

CONTRACT NO. 051910
VHF REPEATER SYSTEM IMPLEMENTATION

THIS AGREEMENT, made and entered into this 7th day of September, 2010, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Canyon State Wireless, Inc. of the City of Phoenix, State of Arizona, hereinafter designated the **Contractor**.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall furnish any and all labor, construction equipment, and services, required for performing all work for SOQ No. 051910 VHF Repeater System Implementation Project, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction and supervision of the County Project Manager or designee.

All County required forms completed in SOQ 051910 by mention are a binding part of this Contract: Qualification and Certification Form, Intentions Concerning Subcontracting, and No Collusion in Bidding.

The Contractor will furnish, install and optimize the following equipment at the Aztec Repeater Site

Furnish and install one new Daniels Electronics Repeater, one Thermo Electric Generator with its PLC panel and mounting pole, one new Duplexer, one new circulator, one new VHF antenna, one new transmission line, grounding straps, connectors, PolyPhaser, jumpers and transmission line hangers. Furnish and install four like solar panels on the existing mounting rails located on the roof of the communications shelter. Interface the new solar panels into the existing Forest Service solar power circuits.

Talk Out and Talk Back coverage maps. Simulation run using 5W portable radios at 95% confidence.

Equipment List

Equipment and parts included for the installation and optimization of the County's communications assets at Aztec Peak.

QTY	PART#	DESCRIPTION
1	DAN-150-008A-DRC	DANIELS, VHF P-25 RPTR and AMPLIFIER
1		RECOMMENDED MAINT ITEMS
1	64546/SNC	DUPLEXER 4"/6
1	TS150PB1	VHF CIRCULATOR
120	LDF4-50A	1/2 FOAM HELIAX CABLE
1	ANT150F2	148-174 MHZ 2.5 DB GAIN OMNI TELEWAVE ANTENNA
1	L4TNMF-PS	N FEMALE CONECTOR FOR 1/2 CABLE
1	L4TNM-PS	N MALE CONECTOR FOR 1/2 CABLE
2	WSSH-012	1/2' STACKABLE HANGERS 10PK
4	SG12-06B2A	1/2' SUREGROUNDKIT 24'LEAD
1	WS-AA-UNIVERSAL	UNIV.ANGLE ADAPTERS
1	WS-EP4-1X1	4X4 ENTRY PANEL 1 HOLE
1	IS-B50HN-C1	SURGE ARRESTOR N FEM CONNECTORS
1	CRL4/9	ROXTEC BOOT 9 HOLES ROXTEC CRL 4/9
2	RFN10063I	N MALE CONNECTOR FOR LMR400
10	LMR400	LMR CABLE
1	CABLE CLAMPS	1/2 NYLON CABLE CLAMPS 100PK.
4	BP365	SOLAR PANEL SYSTEM, FOUR, ROOF MOUNT
1	MISCINSTALL ITEMS	GROUNDING SUPPLIES ETC...
1	956008215	5060L-12-SI-SO 54W THERMO ELECTRIC GENERATOR
1	PLC PANEL	VOLTAGE START HYBRID ELECTRONICS
1		PROPANE TANK, LINE & REGULATOR
1	9900 03229	Pole Stand - 5060

Contractor Shall

The Contractor shall be responsible for the following:

- Perform the installation and optimization of the Canyon State Wireless supplied equipment described above.
- Schedule the implementation in agreement with the Gila County.
- Coordinate the activities of all Canyon State Wireless subcontractors, if any, under this contract.
- Administer safe work procedures for installation.

County Shall

The County will assume responsibility for the installation and performance of all other equipment and work if any necessary for completion of this project that is not provided by the Contractor.

County's general responsibilities include the following:

- Provide all buildings required for system installation.
- Provide all interconnection circuits such as leased lines or other pathways necessary for system operation, unless provided for within the proposal.
- Insure communications sites meet space, power, and connectivity requirements for the installation of all equipment.
- Provide all licensing, site access, or permitting required implementing the project.
- Coordinate the activities of all other Gila County vendors or contractors.

Warranty

- A. Overview: Canyon State's warranty is a direct pass through of the specified manufactures warranty, and it is designed to provide the appropriate level of warranty coverage for the Communications System during the various phases of its implementation and use. Under the System Functionality Warranty, Canyon State provides assurances that the Communications System will perform in accordance with the specifications. Upon System Acceptance the System Functionality Warranty expires. Immediately thereafter, the Equipment is warranted in accordance with the applicable manufacturers limited warranties.
- B. System Functionality Warranty. Canyon State warrants that the Communications System will perform in accordance with the Canyon State performance specifications included. System Acceptance will constitute full compliance with and fulfillment of the System Functionality Warranty. Workmanship Warranty will be One full year from date of System Acceptance.

- C. Equipment Warranty. The Equipment is warranted to be free from defects in materials and workmanship throughout the Warranty Period. Canyon State, with the cooperation of the applicable manufacturer, at its option and expense, will repair or replace defective Equipment, or refund the purchase price thereof, and such action on the part of Canyon State shall be the full extent of Canyon State's liability hereunder.

The Equipment Warranty does not cover Software defects. Equipment defects caused by any equipment, software, products, elements or components not supplied by Canyon State under this Agreement, nor does it cover Equipment that has been subject to misuse, accident, neglect, damage, or unauthorized alterations or repairs. Batteries are excluded but carry their own separate limited warranty.

- D. Software Warranty: Software is warranted by the applicable manufacturer in accordance with the terms of the manufacturers Software License Agreement if applicable is attached as Exhibit A.

ARTICLE 2 – SCHEDULE & FEES: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said project and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Contract.

Work on this project shall start within **no later than ten (10) Days of the Notice to Proceed**, and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the equipment installation portion of the project shall be completed within **Thirty (30) Days** of Contractor receipt of equipment from manufacturer.

Equipment Fee:

- | | |
|-------------------------|-------------|
| 1. Total Materials Cost | \$33,172.28 |
| 2. Tax | \$ 3,184.54 |
| 3. Equip Sub-Total | \$36,356.81 |

Installation Fee:

- | | |
|---------------------|-------------|
| 1. Total Labor Cost | \$13,470.00 |
|---------------------|-------------|

Project Total = \$ 49,826.81

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE 4 – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 5 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Builders' Risk Insurance or Installation Floater**

\$ ~~N/A~~

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.

- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
 - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
 - g. Contractor is responsible for the payment of all policy deductibles.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Risk Management, Birdie DeNero, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Risk Management, Birdie DeNero, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 6 – DISPUTE RESOLUTION: In the event of any dispute arising between the County and the Contractor regarding any part of the Agreement or the Contract Documents, or the Parties' obligations or performance hereunder, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligations hereunder notwithstanding the existence of a dispute.

- (a) Informal Dispute Resolve. Any party may from time to time call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the Project. Such meeting shall be held at the County's offices within three (3) working Days of written request therefore, which request shall specify in reasonable detail the nature of the dispute. The County's Authorized Representative, the Contractor's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute, shall attend the meeting. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

- (b) Mediation. If the dispute has not been resolved within five (5) working days after the special meeting has been held, a mediator, mutually acceptable to the Parties and shall be appointed. The Parties shall share the cost of the mediator. The mediator shall be given any written statements of the Parties and may review the Site and any relevant documents. The mediator shall call a meeting of the Parties within ten (10) working Days after his/her appointment, which meeting shall be attended by the County's Authorized Representative, the Contractor's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute. During such ten (10) Day period, the mediator may meet with the Parties separately.
- (c) Mediation Minutes. No minutes shall be kept with respect to any mediation proceedings, and the comments and/or findings of the mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any Party. The entire mediation process shall be completed within twenty (20) working Days of the date upon which the initial special meeting is held, unless the Parties agree otherwise in writing. If the dispute is settled through the mediation process, the decision will be implemented by written agreement signed by the Parties.
- (d) Arbitration. If a dispute involving \$250,000 or less is not resolved pursuant to the procedures set forth in paragraphs 24. (a), (b) and (c) above, then the Parties shall submit the matter to binding arbitration in accordance with the following:
- (e) Jurisdiction. The Parties hereby agree, as permitted by A.R.S. § 12-1518, that claims, disputes and other matters in question hereunder which cannot be resolved pursuant to the procedures set forth in 24. (a), (b), and (c) above (including those subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133) shall be subject to arbitration as set forth below; provided, however, that the arbitrators shall have no power to change any of the provisions of this Agreement in any respect nor shall they have any power to make an award of reformation, and the jurisdiction of the arbitrators is hereby expressly limited accordingly.
- (f) Request. Either Party may serve the other with a written request for arbitration, which notice shall also specify the name and address of one person designated to act as arbitrator on behalf of that Party. Within 15 days after the service of such request, the other Party shall give to the first Party written notice specifying the name and address of the person designated to act as arbitrator on its behalf. If the other Party fails to so notify the first Party within the time above specified, then the appointment of the second arbitrator shall be made by the AAA pursuant to the Rules then in effect. The arbitrators chosen shall meet within 10 days after the second arbitrator is appointed and shall appoint a third arbitrator

who shall be a competent, impartial person, and in the event of their being unable to agree upon such appointment within the foregoing 10-day period, the third arbitrator shall be selected by the Parties themselves if they can agree thereon within a further period of 15 days. If the Parties do not so agree, then either Party on behalf of both may request the American Arbitration Association to appoint such third arbitrator. The person appointed shall be the third arbitrator.

- (g) Rules. The arbitration shall be conducted in Gila County, Arizona, and in accordance with the Rules.
- (h) Decision. The arbitrators shall render their decision, upon the concurrence of at least two of their number, within 30 days after the appointment of the third arbitrator. Their decision shall be in writing and counterpart copies shall be delivered to each Party. A decision in which any two of the arbitrators acting hereunder concur may be appealed directly to the Superior Court of Gila County within 30 days of the date of the decision. Unless so appealed, such decision shall in all cases be final, binding and conclusive upon the Parties and judgment upon the decision may be entered by any court having jurisdiction thereof.
- (i) Fees. Unless otherwise required by the decision of the arbitrators, each Party shall pay the fees and expenses of the original arbitrator appointed by such Party or in whose stead, as above provided, such arbitrator was appointed, and the fees of the third arbitrator, if any, shall be borne equally by the Parties. Each Party shall bear the expense of its own counsel, experts, and preparation and presentation of proof, in connection with all proceedings prior to the entry of a decision by the arbitrators.

ARTICLE 7 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to

either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 9 – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 10 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Contractor shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.
- h. If it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

ARTICLE 11 – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$49,826.81. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Contractor. Change orders cannot exceed twenty-five percent (25%) of the total contract.

Final payment application, Contractor shall provide the County with a Waiver of Liability pursuant to A.R.S. §33-1008 prior to receiving payment from subcontractors, laborers, materialmen and suppliers for all work, materials, equipment and services provided for or to the project under this contract.

This project will not be bonded but will be paid in a lump sum at the final acceptance of the job.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 49,826.81 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**VHF REPEATER SYSTEM IMPLEMENTATION
CONTRACT 051910**

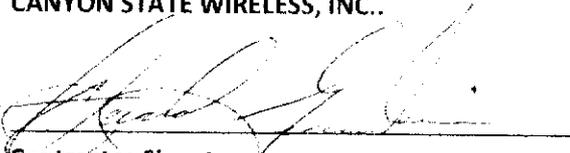
GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

CANYON STATE WIRELESS, INC..



Contractor Signature

FRED GOODWIN

Print Name

ATTEST:

Marian Sheppard, Deputy Clerk of the Board

APPROVED AS TO FORM:

**Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**

Consent Agenda Item Item #: 4- A

Regular BOS Meeting

Date: 09/07/2010

Submitted For:

Linda Eastlick,
Elections
Director

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department:

Elections

Presenter's Name:

Information

Request/Subject

Adoption of an Order to designate polling places for the General Election on Tuesday, November 2, 2010.

Background Information

By Arizona Revised Statute, the Board of Supervisors must adopt an Order to designate Gila County polling places.

Evaluation

Arizona Revised Statutes requires the adoption of this Order.

Conclusion

An Order must be adopted by the BOS in order to designate polling places within Gila County.

Recommendation

A motion by the BOS to adopt this Order.

Suggested Motion

Adoption of an Order designating polling places for the purpose of conducting the General Election on Tuesday, November 2, 2010.

Attachments

Link: [Order designating polling place](#)

ORDER

It is hereby Ordered by the Board of Supervisors of Gila County, that the following locations are hereby designated as polling places within the thirty-nine (39) election precincts within Gila County, for the General Election to be held within Gila County, Arizona, on Tuesday, November 2, 2010:

GLOBE #2:

St. Peter's Lutheran Church

GLOBE #3:

St. Paul's United Methodist Church

GLOBE #4:

Gila County Courthouse

GLOBE #6:

Maranatha Baptist Church

GLOBE #7:

Canyon Fire Station

EAST GLOBE:

Church of the Nazarene

SAN CARLOS:

Rice Gym

CANYON DAY:

Canyon Day Jr. High School

GLOBE #11:

Gila Pueblo Campus

MIAMI #3

Miami Town Hall

CENTRAL HEIGHTS:

Central Heights Baptist Church

CLAYPOOL #1:

Miami High School

CLAYPOOL #2:

St. Paul's Lutheran

CLAYPOOL #3:

National Guard Armory

HAYDEN:

Hayden Town Hall

WINKELMAN:

Winkelman Town Hall

CHRISTMAS:

Dripping Springs Baptist Mission

ROOSEVELT:

Roosevelt Baptist Church

Order Designating Polling Places
General Election
Page 2

TONTO BASIN:
Tonto Basin Chamber of Commerce

PAYSON #1:
Community Presbyterian Church

PAYSON #4:
Best Western Payson Inn

PAYSON #5:
Church of Christ

PAYSON #6:
Mt. Cross Lutheran Church

STAR VALLEY:
Star Valley Baptist Church

WHISPERING PINES:
Whispering Pines Fire Station
Church

ZANE GREY:
Christopher Creek Community Fellowship

GISELA:
Gisela Valley Community Center

PINE-STRAWBERRY:
First Baptist Church of Pine

PAYSON #8:
Payson Public Library

CARRIZO:
Assembly of God Church

YOUNG:
Pleasant Valley Community Center

PAYSON #7
Ponderosa Baptist Church

IT IS FURTHER ORDERED that as no suitable polling place is available within certain election precincts, a polling place for such election precincts are hereby designated within an adjacent precinct, as follows:

GLOBE #1:
Globe-Miami Chamber of Commerce

GLOBE #5:
St. John's Episcopal Church

GLOBE #8:
Globe City Hall

MIAMI #1:
First Southern Baptist Church

Order Designating Polling Places
General Election
Page 3

PAYSON #2:
St. Philip's Catholic Church

PAYSON #3
First Southern Baptist Church

SIERRA ANCHA:
Roosevelt Baptist Church

DATED this ____ day of September, 2010, at Globe, Gila County, Arizona.

Gila County Board of Supervisors

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

Consent Agenda Item Item #: 4- B

Regular BOS Meeting

Date: 09/07/2010

Submitted For:

Linda Eastlick,
Elections
Director

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department:

Elections

Presenter's Name:

Information

Request/Subject

Adoption of an Order to appoint poll workers for the General Election on Tuesday, November 2, 2010.

Background Information

By Arizona Revised Statute, the Board of Supervisors must adopt an Order to appoint Gila County poll workers.

Evaluation

Arizona Revised Statutes requires the adoption of this Order.

Conclusion

An Order must be adopted by the BOS in order to appoint poll workers within Gila County.

Recommendation

A motion by the BOS to adopt this Order.

Suggested Motion

Adoption of an Order appointing poll workers for the purpose of conducting the General Election on Tuesday, November 2, 2010.

Attachments

Link: [Order appointing poll workers](#)

ORDER

It is hereby Ordered by the Board of Supervisors of Gila County, that the persons listed on Attachment A be appointed to serve as poll workers, for the purpose of conducting the General Election to be held in Gila County, Arizona, on Tuesday, November 2, 2010.

BE IT FURTHER ORDERED that all substitutions made prior to, during and following election day, for the purpose of completing the election process are considered by this Order appointed and approved.

DATED this _____ day of September, 2010, in Globe, Gila County, Arizona.

Gila County Board of Supervisors

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

POLL WORKERS - NOVEMBER 2, 2010

EXHIBIT A

PRECINCT	LAST NAME	FIRST NAME	POSITION
100 - Globe #1 Globe-Miami Chamber of Commerce	Hunt	Loyce	Insp
	Anderson	Donna	Prov Clerk
	Glover	Patricia	Bal Judge
	Mata	Robin	Clerk
	Mote	Sharon L.	Clerk
	Vargas	Mary Lou	Clerk
	Mitchell	Joyce	Sig Judge
	Baca	Rose	Clerk
	Gribble	Patrice	Marshal
105 - Globe #2 St. Peter's Lutheran Church	Skamel	Joseph	Insp
	Belarde	Estelle	Ballot Judge
	Mata	Adrian	Clerk
	Nancarrow	Pearl	Sig Judge
	Vining	Betty	Marshal
	Tewksberry	Irene	Clerk
110 - Globe #3 St. Paul's Methodist Church	Rau	John	Insp
	Vezzetti	Minnie	Ballot Judge
	Dempster	Thomas	Sig Judge
115 - Globe #4 Gila County Courthouse BOS Mtg. Rm.	Hawkins	Beverly	Insp
	Halverson	Marilyn	Sig Judge
	Rogers	William T.	Ballot Judge
	Reiman	Don	Clerk
	Sanchez	Joe	Clerk
	Hesketh	Eddie	Clerk
120-Globe #5 St. John's Episcopal Church	Opitz	Audrey	Insp
	Burke	Denise	Ballot Judge
	Booth	Gail W.	Sig Judge
	Brown	Jane Marien	Clerk
	Harrington	Jolene	Marshal
125 - Globe #6 Maranatha Baptist Church	Dillon	Walter R.	Insp
	Kell	Chris	Ballot Judge
	Fletcher	Dave	Marshal
	Dooly	Bessie	Sig Judge
	Holmes	Harold	Clerk
	Baker	Susan	Prov Clerk
	Allen	Carl	Clerk
	Wilson	Van	

130-East Globe Church of the Nazarene	Beavers	Linda	Insp
	Davies	Stephanie	Ballot Judge
	Nosie	Lexie	Sign Judge
	Davis	Jo Ellen	Clerk
	Ross	Hugh Gordon	Clerk
	Kinnard	LeMar	Marshal
	Kinnard	Verna Lou	Clerk
135 - Globe #7 Canyon Fire Station	Macias	Sheila	Insp
	Colbert	Marion	Ballot Judge
	Krank	Janice	Sig Judge
	Knight	Robert	Marshal
	Asberry	Leanna	Clerk
	Sheppard	Marian	Prov Clerk
140 - Globe #8 Globe City Hall	Jones	Billie	Insp
	Lenox	Myrna	Sig Judge
	Powers	Lee Ann	Ballot Judge
	Mattern	Sharon	Clerk
	Canizales	Jesus	Clerk
	Bade	Lavecka	Marshal
	Ross	Hugh Gordon	Clerk
145-San Carlos Rice Gym	Pennell	Yodonna	Insp
	Lupe	Randy	ID Clerk
	Lewis	Harvey	Ballot Judge
	Lucero	Beatrice	Prov Clerk
	Benally	Lambert T.	Clerk
	Nosie	Marcella	Clerk
	Stevens	Esther	Marshal
	Lupe	Pearly	Sig Judge
	Brown	Carolyn	Prov Clerk
	Goode	Josephine	Prov Clerk
	Valadez	Angelo	Marshal
	Dudley	Saraphina	Clerk
	Phillips	Mark	Clerk
150-Canyon Day Canyon Day Jr. High School Library	Burnette Sr.	Vino	Insp
	Alaha	Virginia E.	Ballot Judge
	Alaha, Sr.	Delbert	ID Clerk
	Chino	Raymus	Marshal
	Goklish	Ruth	Sig Judge
	Antonio	Richard	Prov Clerk
155-Globe#11 Gila Pueblo Campus	Cook	Janice	Insp
	Campos	Patricia	Prov Clerk
	Gameros	Ken	Marshal
	Mata	Liz	Ballot Judge
	Becker	Charlene	Sig Judge
	Johnson	Curtis	Clerk
	Uriquidez	Lupe	Clerk
Primo	Martha	Clerk	

160 - Miami #1 First Southern Baptist Church	Rau	Ingrid	Insp
	Jones	Roberta	Ballot Judge
	Coons	Shannon	Sig Judge
	Valenzuela	Josie	Clerk
	Palmer	Benjamin	Student Clerk
165-Miami #3 Miami Town Hall	Lancieri	Alberta	Insp
	Massey	Elvira M.	Ballot Judge
	Tena	Lena	Sig Judge
	Eddings	Irene	Marshal
	Mancha	Janeane	Student Clerk
175-Central Heights Central Heights Baptist Church	Williams	Debra	Insp
	Norcross	Sharon	Ballot Judge
	Zufelt	Evelyn	Sig Judge
	Bookout	Starle	Clerk-Marshal
	Chavez	Sarah	Clerk
180-Claypool #1 Miami High School	Dutcher	Leneve	Insp
	Puzzi	Loretta	Ballot Judge
	High	Arda Loraine	Sig Judge
	Beakler	Margaret	Clerk
	Peek	LuAnn	Marshal
	Walker	Alma	Clerk
185-Claypool #2 St. Pauls Lutheran Church	Town	Christina	Insp
	Fox	Louise	Ballot Judge
	Ioli	Pat	Sig Judge
	Poarch	Tiffany	Clerk
	Hanson	Susan	Clerk
190-Claypool #3 National Guard Armory	Andress	Susie E.	Insp
	Perez	Frances	Sig Judge
	Pearce	Linda	Ballot Judge
	Salcido	Mary	Clerk
	Monthey	Annette	Marshal
195-Hayden Hayden Town Hall	Lagunas	Mary Dee	Insp
	Lease	Virginia	Sig Judge
	Lagunas	David O.	Ballot Judge
	Lorona	Carol	Prov Clerk
200-Winkleman Winkleman Town Hall	Apodaca	Angie	Insp
	Bravo Jr.	Estanislado	Sig Judge
	Vega	Jessie	Clerk
	Lorona	Ernestine	Clerk
	Martinez	Rosie B.	Ballot Judge
205-Christmas Dripping Springs Baptist Mission	Schweighardt	Nancy	Insp
	Alvarado	Ruth Marie	Sig Judge
	Reece	Helen A.	Ballot Judge

210-Roosevelt Roosevelt Baptist Church	Thomas	Vernon	Insp
	Hammer	Annie	Judge
	Hastings	Marilyn	Judge
215-Sierra Ancha Roosevelt Baptist Church	Thomas	Lou Ann	Insp
	Duke	Sandy	Judge
	Pendergraft	Brenda	Judge
	Heffner	Taucha	Clerk
220-Tonto Basin, Tonto Basin Chamber of Commerce	Jackson	Barbara	Insp
	Love	Frank	Ballot Judge
	DeFrance	Nancy A.	Sig Judge
	Love	Cynthia	Marshal
	Shumake	Peggy	Prov Clerk
	Gassaway	Nancy	ID Clerk
225-Payson#1 Community Presbyterian Church	Messinger	Ken	Insp
	Denning	Sharon	Judge
	Fitzpatrick	Mary	Judge
	Dawson	Donna F.	Clerk
	Parker	Angela	Marshal
	Wells	Beverly	Clerk
	Wells	Will O.	Clerk
230-Payson #2 St. Philip's Catholic Church	Dalby	Bob	Insp
	Clark	Elinor	Marshal
	Dalby	Wilma	Prov Clerk
	Wilson	Sue C.	Poll List Clerk
	Fontinel	Alice	Sig Judge
	Currens	Connie	ID Clerk
	Detweiler	Cora	Ballot Judge
	Hendrickson	Mami	Clerk
	Randall	Nick	Student Clerk
235-Payson #3 First Southern Baptist Church	Krugh	Richard (Dick)	Insp
	Bowers	Agnes	Judge
	Carpenter	Ila M.	Sig Judge
	Hocker	Donald	Ballot Judge
	Nicholson	Lita	Prov Clerk
	Albritton	Patricia	Clerk
	Bennett	Mabe	Clerk
	Whalen	Sandy	Marshal
	McKinney	Andy	Clerk
240-Payson #4 Best Western Payson Inn	Dixson	Matt	Insp
	Davis	Diane	Ballot Judge
	Johnson	Cynthia	Sig Judge
	McClary	Sandy	Clerk
	Berger	Ripples	Clerk
	Berger	G. Frank	Marshal
	Whalen	Sandy	Clerk

245-Payson #5 Payson Church of Christ	Parker	Angela	Insp
	Bower	Audrey	Ballot Judge
	Garrett	Phyllis	Sig Judge
	Wiggins	Heidi	Marshal
	Holmes	Allan	Clerk
	Smple	Jananda	Clerk
	Hill	Emily	Student Clerk
241-Payson #6 Mt. Cross Lutheran Church	Billingsley	Shirley J.	Insp
	Brewer	Earlene	Ballot Judge
	Caldwell	Luella M.	Sig Judge
	Caldwell	Robert	Clerk
	Holmes	Margaret	Clerk
	Miller	Frances	Clerk
	Wiles	Jeff	Marshal
242-Payson #7 Ponderosa Baptist Church		Howard J.	Insp
	Morrison	Diane	Judge
	Dornbusch	Erich	Clerk
	Von Ehrenkrook	Paul	Clerk
	Von Ehrenkrook	Darlene	Clerk
	Jumper	Jack J.	Marshal
	Knoner	Marilyn F.	Clerk
	Shepard	Melissa	Student Clerk
243-Payson #8 Payson Public Library	Sapp	Calvin	Insp
	Downes	Carol Sue	Sig Judge
	Everhart	Susan	Ballot Judge
	Bowers	Judson	Marshal
	Semoff	Lillie Vaughn	Clerk
	Phillips-Hewlett	Gail	Clerk
	Gamboa	Ivan	Student Clerk
246-Star Valley Star Valley Baptist Church	Tomerlin	Marilyn	Insp
	Wait	Cheryl	Ballot Judge
	Hanna	Jenta Lynn	Clerk
	Lyons	Roberta	Clerk
	Joachim	Anne	Clerk
	Gendreau	Wayne Todd	Clerk
	Haggard	James D.	Marshal
	Haggard	Sheila	Prov Clerk
	Buffington	Mary Ann	Sig Judge
250-Whispering Pines Whispering Pines Fire Station	Jones	Nancy L.	Insp
	Durham	Patricia	Prov Clerk
	Stevens	Diana	Ballot Judge
	Savage	Estelle	Marshal
	Kendall	Jane	Sig Judge
	Watson	Edith J.	Poll List Clk

255-Zane Grey Christopher Creek Bible Fellowship Church	Daniels	Jeff	Insp
	Snyder	William	Marshal
	Snyder	Janet	Sig Judge
	Daniels	Diane	Ballot Judge
	Fausz	Karen	Poll List
	Stalley	Linda J.	Prov Clerk
	Garrett	Jake	ID Clerk
	Purtee	Theresa	Clerk
260 - Gisela Gisela Community Center	Sanchez	Roberto	Insp
	Chaudhari	Subhash	Marshal
	Nichols	Robert	Ballot Judge
	Buzan	Scott L.	Sig Judge
	Loehr	Raymond	Clerk
	DeMack	George	Clerk
265 - Young Pleasant Valley Community Center	Bilberry	Norman	Insp
	Bennett	Susan D.	Judge
	Bilberry	Ruth	Judge
	McGee	Carolyn	Clerk
	Saldeen	Kathy	ID Clerk
	Cortez	Curtis	Marshal
	Loehr	Nancy	Prov Clerk
275 - Pine Strawberry First Baptist Church of Pine	Newton	Ruth	Insp
	Davis	Barbara	Sig Judge
	Rabinkoff	Betty	Clerk
	Miller	Edith	Clerk
	Taylor	Gary W.	Prov Clerk
	Davis	Benjamin	Clerk
	Zittle	Janice R.	Clerk
	Brown-Potter	Dawn	Marshal
	Conrad	Ramona	Clerk
	Dancho	Barbra	Ballot Judge
	Lawler	Nan	Clerk
280 - Carrizo Carrizo Assembly of God Church	Gooday	Rosie-Anna	Insp
	Truax	Larue	Judge
	Childs	Regina	Judge
	Childs, Jr.	Gillespie	Clerk
	Henry	Linda	Clerk

Consent Agenda Item Item #: 4- C

Regular BOS Meeting

Date: 09/07/2010

Submitted For: Linda Eastlick, Elections Director
Submitted By: Marian Sheppard, Clerk of the Board of Supervisors
Department: Elections
Presenter's Name:

Information

Request/Subject

Adoption of an Order to appoint election board workers for the purpose of conducting the General Election on Tuesday, November 2, 2010.

Background Information

By Arizona Revised Statute, the Board of Supervisors must adopt an Order to appoint Gila County election board workers.

Evaluation

Arizona Revised Statutes requires the adoption of this Order.

Conclusion

An Order must be adopted by the BOS in order to appoint election board workers within Gila County.

Recommendation

A motion by the BOS to adopt this Order.

Suggested Motion

Adoption of an Order appointing election board workers for the purpose of conducting the General Election on Tuesday, November 2, 2010.

Attachments

Link: Order appointing election board workers

ORDER

It is hereby Ordered by the Board of Supervisors of Gila County, that the persons listed on Attachment A be appointed to serve as Election Board workers for the purpose of conducting the General Election to be held in Gila County, Arizona on Tuesday, November 2, 2010.

BE IT FURTHER ORDERED that all substitutions made prior to, during and following election day, for the purpose of completing the election process are considered by this Order, appointed and approved.

DATED this _____ day of September, 2010, in Globe, Gila County, Arizona.

Gila County Board of Supervisors

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

ELECTION WORKER LIST

NOVEMBER 2, 2010 GENERAL ELECTION

ATTACHMENT A

Accuracy & Certification	Early Board	Night Board	Transportation
Eastlick, Linda	Campbell, Dianne	Benton, Franceen	Boyer, Roland
Griffin, Jacque	Eastlick, Linda	Branch, Carol	Brooks, Claudia
Rogers, David	Hammer, Annie	Burns, Leslie	Brooks, Donald
Tom Rogers	Harrington, Jolene	Caddell, David	Cervantes, Melissa
Zache, Robert	Hawkins, Beverly	Eastlick, Robert	Denton, Gary
	Hawkins, Don	Floyd, Christine	Epperson, Art
Audit/Hand Count	Hooper, Karen	Griffin, Jacque	Farr, Charlotte
Cook, Janice	Leetham, Barbara	Guthrey, Debbie	Farr, Jerry
Eastlick, Linda	Lenox, Myrna	Hawkins, Don	Ferguson, Jim
Moorehead, Judy	Mata, Liz	Horn, Cliff	Golden, Mike
Moorehead, Sam	Moorehead, Judy	Imel, Sue	Guthrey, Danny
Mundy, Dixie	Moorehead, Sam	Kastner, Mary	Hickman, Robert
Stemm, Barbara	Mundy, Dixie	Mattern, Sharon	Horn, Cliff
	Plunkett, Emelie	Rogers, Olga	McDaniel, Bill
Data Processing	Quintana, Lola	Smith, Judith J.	Power, Victor
Floyd, Chris	Rogers, David	Stemm, Barbara	Ray, Merle
Griffin, Darrell	Rogers, Tom	Stemm, John	Rodgers, Dean
Homan, Tom	Shank, Jo Nell	Stemm, Mary	Sheppard, Lex
Juenger, Chuck	Stemm, Barbara	Stevenson, Doug	Speer, Jack
Rogers, David	Stemm, John R.	Valenzuela, Beverly	Stemm, John
Solberg, Tyler	Thomas, Vernon	Velasquez, Margie	Stevens, Billy/Petee
Wales, Bruce	Zache, Robert	Wilson, Mitchell	Trobaugh, Brandon
Zache, Robert			Valenzuela, Eddie
			Vuksanovich, Shelley
Interpreters			Warden, Mark
Baca, Dolores R.			Williams, Steve
Jones, Miriam			Zupancic, Frank
Sanchez, Victoria			
Snag			
Chambers, Bryan			
Eastlick, Linda			
Rogers, David			

Regular BOS Meeting

Date: 09/07/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

An application submitted by Tamara Lynne Morken to temporarily extend the premises/patio of the Rimside Grill in order to serve liquor within the regular permitted area and the requested extended area for the following dates: 9/19/10 - Strawberry's Elite Blues and BBQ charity function; 9/25/10 through 9/26/10 - Rimside Grill's Oktoberfest Celebration; and 10/9/10 - Justice McNeely Foundation Quad Run and Auction.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing board of the city, town or county where the establishment is located. The application can be submitted to extend the premises/patio for a specific date(s), which is a temporary change, or to permanently extend the area. The local governing board usually has established internal procedures for the review and approval of the application. The Arizona Department of Liquor Licenses and Control (Department) has final approval of all recommendations submitted by the local governing board.

Evaluation

This application has been submitted correctly per the requirements of Gila County and the Department.

Conclusion

The is application is ready to be presented on a Board meeting agenda for the Board's decision on the application. If approved, the application will be returned to the applicant, who is responsible for submitting the application to the Department for final approval.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors issues an approval recommendation to the Arizona Department of Liquor Licenses and Control.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara L. Morken to temporarily extend the patio area of the Rimside Grill in order to serve liquor in that extended area for the following events/dates: 9/19/10 - Strawberry's Elite Blues and BBQ charity function; 9/25/10 through 9/26/10 - Rimside Grill's Oktoberfest Celebration; and 10/9/10 - Justice McNeely Foundation Quad Run and Auction.

Attachments

Link: [Rimside Grill Patio Ext App](#)



PO Box 90 Pine, AZ 85544

August 20, 2010

To Whom It May Concern:

Please find attached an application for temporary extension of our liquor license service area. We are requesting three separate dates as they pertain to the below functions:

9/19/2010: Strawberry's Elite Blues and BBQ Charity function

9/25/2010 – 9/26/2010: Rimside Grill's Oktoberfest Celebration

10/9/2010: Justice McNeely Foundation Quad Run and Auction.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Steve & Tamara Morken".

Steve & Tamara Morken
Owners

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service - Give specific purpose of change:
Temporary change for date(s) of: 09/19/2010 & 09/25/2010-09/26/2010 & 10/09/2010

- 1. Licensee's Name: Morken Tamara Lynne
2. Mailing Address: PO Box 90 Pine AZ 85544
3. Business Name: HTNB Ventures, LLC dba Rimside Grill & Cabins LICENSE #: 11043006
4. Business Address: 3270 N Highway 87 Pine Gila AZ 85544
5. Business Phone: (928) 476-3349 Residence Phone: (602) 909-4790
6. Do you understand Arizona Liquor Laws and Regulations? [X] YES [] NO FAX # (928) 476-4001
7. Have you received approved Liquor Law Training? [] NO [X] YES When? 4/28/2009
8. What security precautions will be taken to prevent liquor violations in the extended area? Security personnel, fencing signage, and all staff members have been trained and understand the liquor laws.
9. Does this extension bring your premises within 300 feet of a church or school? [] YES [X] NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

****After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature)

(Title)

(Agency)

I, Tamara Lynne Morken, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

Tamara Lynne Morken (Signature of Owner or Agent)
State of Arizona County of Gila
Notary Public State of Arizona PRESENCE AND SWORN TO before me this date
Gila County 26th August 2010
Julie Puget My Commission Expires Day Month Year
08/21/2012 (Signature of NOTARY PUBLIC)

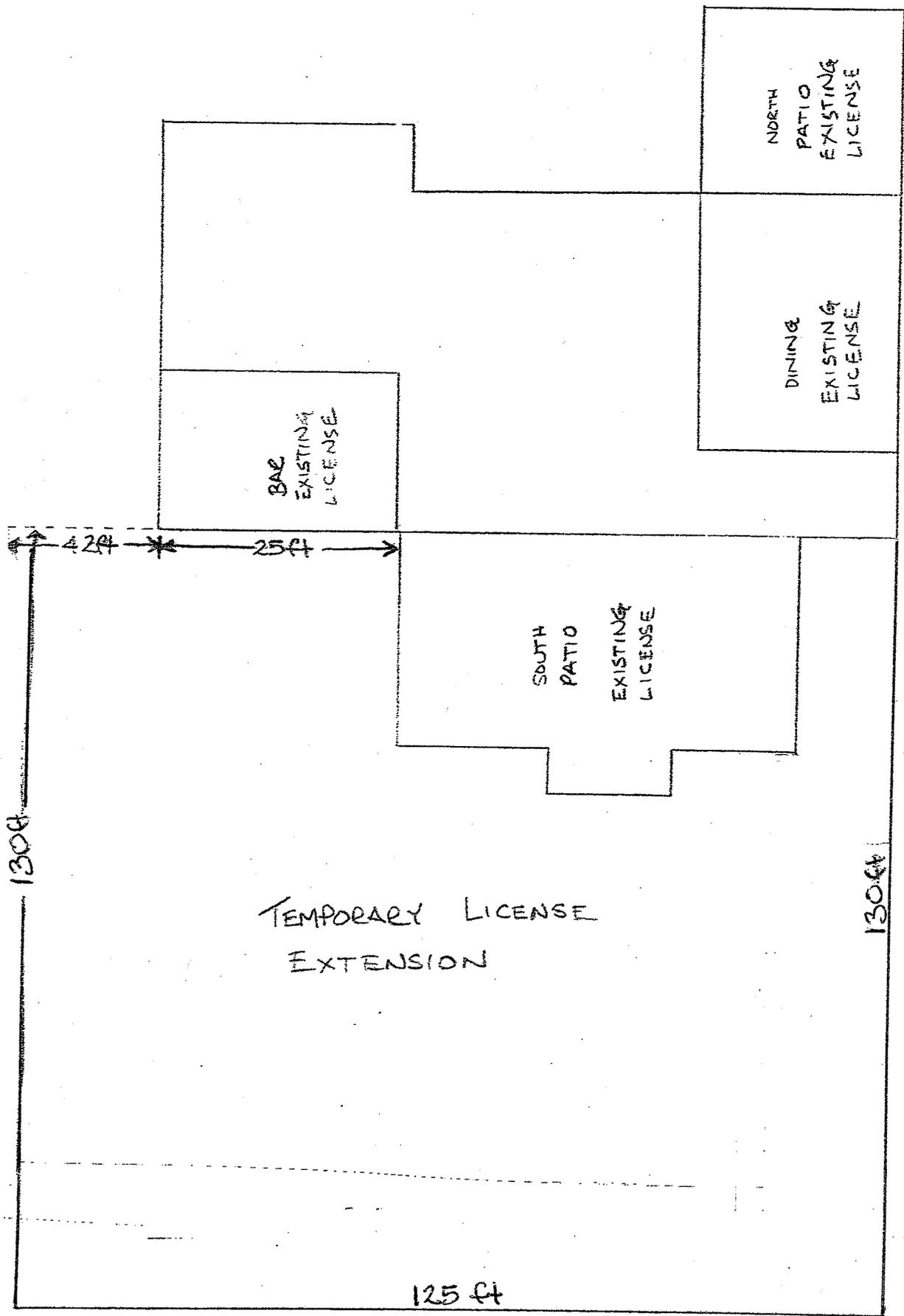
Investigation Recommendation [] Approval [] Disapproval by: Date:

Director Signature required for Disapprovals Date:

Rimside Grill, Pine Az

Lic# 11043006

-10- Application for extension of patio permit



Regular BOS Meeting

Date: 09/07/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Request approval of an Application for Special Event License submitted by the Lions Club of Globe, AZ, Inc.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires the local governing body to review and approve the application for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk has reviewed this application and determines that it has been filled out correctly.

Conclusion

This application has been filled out correctly and if the Board of Supervisors approves this application, the Lions Club will have used 4 days of the 10 allowable days to serve liquor at a special event in the year 2010.

Recommendation

The Chief Deputy Clerk recommends the Board of Supervisors' approval of this application.

Suggested Motion

Approval of an Application for Special Event License submitted by the Lions Club of Globe, AZ, Inc. to serve liquor at the Gila County Fair on September 16, 2010, and September 18, 2010.

Attachments

Link: [Lions Club Special Event Lic App 9-7-10](#)

State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY
 LICENSE #

1. Name of Organization: LIONS CLUB OF GLOBE, AZ, INC.

2. Non-Profit/I.R.S. Tax Exempt Number: 86-6052543

3. The organization is a: (check one box only)

- Charitable
- Fraternal (must have regular membership and in existence for over 5 years)
- Civic
- Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? GILA COUNTY FAIR

5. Location of the event: GILA COUNTY FAIRGROUNDS, Globe, Gila, 85501
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: ANDERSON, DONNA LOUISE 3-6-33
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. BOX 171 GLOBE AZ 85502
Street City State Zip

8. Phone Numbers: (928) 425-3231 () (928) 425-2753
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9/16/10</u>	<u>THURSDAY</u>	<u>5 P.M.</u>	<u>10 P.M.</u>
Day 2:	<u>9/18/10</u>	<u>SATURDAY</u>	<u>3 P.M.</u>	<u>9 P.M.</u>
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for ^{okms} 4 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name LIONS CLUB OF GLOBE, AZ. 100%
Percentage

Address P.O. BOX 209, GLOBE, AZ. 85502

Name _____ Percentage _____

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

3 # Police Fencing
3 # Security personnel Barriers

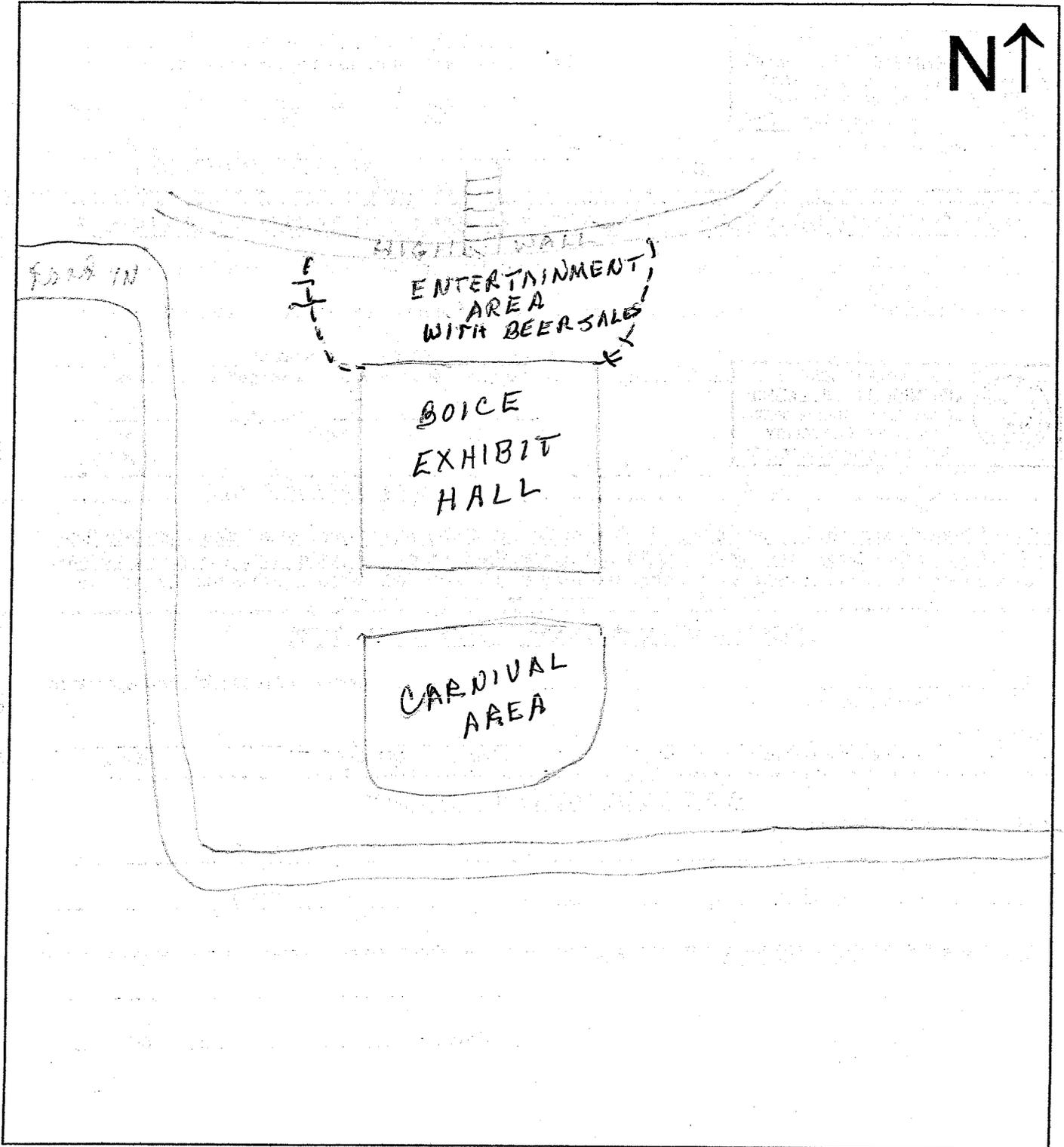
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

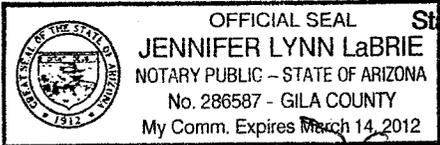
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I DONNA L. ANDERSON declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Donna L. Anderson SECRETARY 8/10 (928) 425-2753
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Gila

The foregoing instrument was acknowledged before me this

30th August 2010
 Day Month Year

My Commission expires on: March 14, 2012
 (Date)

(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I DONNA L. ANDERSON declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Donna L. Anderson
 (Signature)

State of Arizona County of Gila
 The foregoing instrument was acknowledged before me this

30th August 2010
 Day Month Year

My commission expires on: March 14, 2012
 (Date)

(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED

DISAPPROVED

BY:

 (Title) (Date)

Consent Agenda Item Item #: 4- F

Regular BOS Meeting

Date: 09/07/2010

Submitted For: Berthan DeNero, Submitted By: Marian Sheppard, Clerk of the Board of
Personnel Director Supervisors

Department: Deputy County Manager Division: Personnel

Presenter's Name:

Information

Request/Subject

Approval of personnel reports/demands/transfers for the week of September 7, 2010.

Background Information

n/a

Evaluation

n/a

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Approval of personnel reports/demands/transfers for the week of September 7, 2010.

Attachments

Link: [9/7/10 Personnel Report](#)

**PERSONNEL ACTION ITEMS
SEPTEMBER 7, 2010**

DEPARTURES FROM COUNTY SERVICE:

1. Clifford Horn – Public Works Facility Management – Building Maintenance Supervisor – 09/02/10 - Facilities Management Fund – DOH 05/09/94 – Separated without prejudice
2. Concepcion Ajagbe - Health and Community Services – Career and Employment Specialist – 08/20/10 – WIA Fund – DOH 03/22/10 - Resigned

HIRES TO COUNTY SERVICE:

3. Christina Ortiz – Globe Regional Justice Court – Justice Court Clerk Associate – 09/06/10 - General Fund – Replacing Angela Ramirez
4. Robert Gamboa – County Attorney – Administration Clerk Part Time – 08/30/10 - General Fund – Replacing Janice McGann

POSITION REVIEW:

5. Samuel Leverance – From 100% Public Works Engineering – To 50% Public Works Engineering 50% Public Works Survey – Surveyor Assistant – 08/23/10 – Public Works Fund
6. Jesse McGill – Public Works-Flood Management – Engineering Technician Senior – 07/05/10 - General Fund – Correction to a step 9
7. Mike Lemon - Health and Community Services – Environmental Health Specialist Senior – 08/16/10 – Health Services Fund – From 19.5 hours – To 30 hours

SHERIFF'S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

8. Beth Ann Davies - Sheriff's Office - Detention Officer – 09/27/10 - General Fund – Replacing Dan Evans
9. John Earl Rittenbach - Sheriff's Office - Detention Officer – 08/30/10 - General Fund – Replacing Guy Jones

END PROBATIONARY PERIOD:

10. Marcus Teague - Sheriff's Office - Detention Officer – 09/13/10 - General Fund